

AGREEMENT NO. 74-120-A4

FOURTH AMENDMENT TO JOINT
EXERCISE OF POWERS AGREEMENT BETWEEN BIG
BEAR CITY COMMUNITY SERVICES DISTRICT, BIG
BEAR LAKE SANITATION DISTRICT AND SAN
BERNARDINO COUNTY CREATING THE BIG BEAR
AREA REGIONAL WASTEWATER AGENCY

THIS AMENDATORY AGREEMENT is made this _____ day of
JUL 19 1987, 1981, by and between BIG BEAR
CITY COMMUNITY SERVICES DISTRICT (hereinafter referred to as
"BCCSD"), the CITY OF BIG BEAR LAKE, as the successor to
the Big Bear Lake Sanitation District (hereinafter referred
to as "City"), and the COUNTY OF SAN BERNARDINO (hereinafter
referred to as "County") on behalf of San Bernardino County
Service Area 53.

RECITALS

(1) WHEREAS, on March 22, 1974, BCCSD, the Big
Bear Lake Sanitation District and County entered into
a joint exercise of powers agreement (the "Agreement")
creating the BIG BEAR AREA REGIONAL WASTEWATER AGENCY
(the "Agency"); and

(2) WHEREAS, the Agreement was amended by an agree-
ment dated April 28, 1975 to delete Section 12, by an
agreement dated January 15, 1979 to (a) clarify the manner
in which the Agency's Governing Board may take action,
(b) empower the Agency to borrow money and issue notes

or grant anticipation notes as evidence of the indebtedness created thereby, and (c) provide that the powers of the Agency shall be subject to the restrictions on the manner of exercising the powers of BBCCSD, and by an agreement dated July 7, 1980, to change the limitation on the number of consecutive terms of the members of the Governing Board of the Agency; and

(3) WHEREAS, the Big Bear Lake Sanitation District was dissolved on December 1, 1980 upon the incorporation of City, and the sewer system and sewerage facilities of said District were thereupon transferred to and are now owned and operated by City; and

(4) WHEREAS, the parties desire to further amend the Agreement to (a) substitute City as a party thereto in place of the Big Bear Lake Sanitation District, (b) provide for the appointment by City of members to the Agency's Governing Board, (c) empower the Agency's Governing Board to appoint one of its officers or employees to either or both of the position of Treasurer and Auditor, ^{or 2nd} ~~and~~ ~~and~~

~~provide for the compensation of the members of the governing board.~~

COVENANTS

NOW, THEREFORE, the parties agree as follows:

1. City shall be substituted as a party to the Agreement in place of the Big Bear Lake Sanitation District,

and wherever in the Agreement reference is made to said District, such reference shall be deemed to refer to the City of Big Bear Lake. City hereby assumes all responsibilities and obligations of said District under the Agreement, and BBCCSD and County agree that all rights and benefits of said District under the Agreement shall inure to City.

2. Subsection B of Section 3 of the Agreement shall be amended to read as follows:

"B. Governing Board. The Agency shall be administered by a Governing Board of five (5) members, each serving in his individual capacity as a member of the Board. The Board shall be called the 'Governing Board of the Big Bear Area Regional Wastewater Agency', and shall be composed and appointed as follows:

(1) Two (2) members of the Governing Board shall be appointed by the Board of Directors of BBCCSD and each such appointee shall be a member of said Board of Directors or a person determined by said Board of Directors to have experience or expertise qualifying him to serve as a member of the Governing Board;

(2) Two (2) members of the Governing Board shall be appointed by the City

Council of City and each such appointee shall be a member of said City Council or a person determined by said City Council to have experience or expertise qualifying him to serve as a member of the Governing Board;

(3) One (1) member of the Governing Board shall be a member of the Advisory Board of Improvement Zone 'B' of San Bernardino County Service Area 53 and shall be appointed by County's Board of Supervisors.

"Members of the Governing Board shall be electors of the city, district or area from which they are appointed. Members of the Governing Board shall serve a four-year (4-year) term; provided that the terms of the members of the Governing Board from BBCCSD and City shall be staggered so that the term of one member from BBCCSD and City shall expire two (2) years before the expiration of the term of the other member from BBCCSD and City; and provided further that no member of the Governing Board shall serve for more than three (3) consecutive terms. Members of the Governing Board shall serve at the pleasure of their appointing council or

board and until their respective successors are appointed and qualified. No employee of City, BBCCSD or County shall be eligible for appointment to the Governing Board. All voting power shall reside in the Governing Board."

3. Subsection D of Section 3 of the Agreement shall be amended to read as follows:

"D. Officers. The Governing Board shall elect its own officers, which shall include a Chairman, Vice Chairman and Secretary. The Chairman and Vice Chairman shall be members of the Governing Board and the Secretary may, but need not, be a member of the Governing Board. The Treasurer of the Agency shall be County's Treasurer, to be the depository and have custody of all money of the Agency from whatever source. The Auditor of the Agency shall be County's Auditor, who shall draw all warrants to pay demands against the Agency approved by the Governing Board; provided that, notwithstanding the foregoing, the Governing Board may appoint

one of its officers or employees to either or both of the positions of Treasurer and Auditor. Such offices may be held by separate officers or employees or combined and held by one officer or employee. The person or persons appointed to such offices shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The attorney for the Agency shall be either the attorney for BBCCSD or the City Attorney of City, as the Governing Board may deem appropriate. In the event of any conflict between BBCCSD or the City and the Agency, the Governing Board may, with the prior consent of BBCCSD or the City, as the case may be, appoint an attorney other than the attorney for BBCCSD or the City Attorney. The Public officer, officers, or persons who have charge of, handle, or have access to any property of the Agency shall file an official bond in an amount to be fixed by the Governing Board. The Agency shall have the power to appoint and employ such other officers, employees, consultants, advisors, and

CITY OF BIG BEAR LAKE

By: *John C. Eminger*
JOHN C. EMINGER, Mayor of the City
of Big Bear Lake

ATTEST:

By: *Robert L. Van Nort*
ROBERT L. VAN NORT, City Clerk
of said City

COUNTY OF SAN BERNARDINO on behalf of
San Bernardino County Service Area 53

By: *Robert L. Hammock*
ROBERT L. HAMMOCK, Chairman of San
Bernardino County Board of Supervisors

ATTEST:

ANDREE DISHAROON, Clerk of said Board

By: *Earlene Sproat*
Deputy Clerk

APPROVED AS TO FORM this 30th day of September, 1981.

ALAN K. MARKS, County Counsel

By: *Alan K. Marks*
Deputy County Counsel

APPROVED AS TO FORM this 20th day of July, 1981.

BEST, BEST & KRIEGER

By: *R. T. Anderson*
RICHARD T. ANDERSON

Legal Counsel, Big Bear City Community
Services District

APPROVED AS TO FORM this 14th day of August, 1981.

By: *William E. Coombs*
WILLIAM E. COOMBS, City Attorney