

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

**1. Parties and Date.**

This Sixth Amendment to the Joint Exercise of Powers Agreement (“Sixth Amendment”) is made and entered into this 25<sup>th</sup> day of JULY, 2018, by and between the Big Bear City Community Services District (“BBCCSD”), the City of Big Bear Lake (“City”), and the County of San Bernardino (“County”) on behalf of San Bernardino County Service Area 53. BBCCSD, the City, and the County are sometimes referred to herein individually as “Party” or collectively as the “Parties.”

**2. Recitals.**

2.1 WHEREAS, on March 22, 1974, BBCCSD, the Big Bear Lake Sanitation District and the County entered into a joint exercise of powers agreement (the “Agreement”) creating the Big Bear Area Regional Wastewater Agency (“Agency”); and

2.2 WHEREAS, the Parties entered into a First Amendment to the Agreement dated April 28, 1975, for the purpose of deleting Section 12 of the Agreement; and

2.3 WHEREAS, the Parties entered into a Second Amendment to the Agreement dated January 15, 1979 (a) to clarify the manner in which the Agency’s Governing Board may take action, (b) to empower to 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

2.4 WHEREAS, the Parties entered into a Third Amendment to the Agreement dated July 7, 1980, for the purpose of changing the limitation on the number of consecutive terms of the members of the Governing Board of the Agency; and

2.5 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement dated July 19, 1982, for the purpose of substituting the City as a party to the Agreement in place of the Big Bear Lake Sanitation District as it was dissolved on December 1, 1980 upon the incorporation of the City, to provide for the appointment by the City of members to the Agency's Governing Board, and to 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; and

2.6 WHEREAS, the Parties entered into a Fifth Amendment to the Agreement dated January 10, 2012, for the purpose of clarifying the appointment procedures and terms of the members of the Governing Board; and

2.7 WHEREAS, the Parties now desire to amend the Agreement in order to extend the term of the Agreement.

**NOW, THEREFORE, the Parties agree as follows:**

**3. Terms and Conditions.**

3.1 Amendment of Section 2. Section 2 of the Agreement is hereby deleted and replaced with the following:

The term of this Agreement shall continue until terminated by the

Parties hereto by their mutual written consent.

3.2 Counterparts. This Sixth Amendment may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

3.3 Effect Upon Agreement. Except as expressly amended by this Sixth Amendment, all terms, conditions, definitions and provisions of the Agreement amended by the First, Second, Third, Fourth, and Fifth Amendments, shall remain in full force and effect and shall govern the conduct of the Parties.

3.4 Authority to Enter into Agreement. BBCCSD, City, and County warrant that they have all requisite power and authority to execute this Sixth Amendment. Each person executing this Sixth Amendment on behalf of their Party warrants that he or she has the legal power, right, and authority to make this Sixth Amendment and bind his or her respective Party.

**[Signatures on following page]**

**SIGNATURE PAGE TO THE SIXTH AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first written above.

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

  
John Green, Chairman of the Board

ATTEST:

  
Elizabeth Harris, Secretary of the Board

Approved as to Content and Form:

  
General Counsel

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

  
Karyn Oxandaboure, President of the Board of Directors

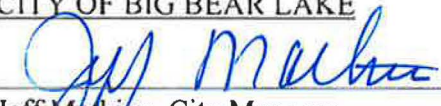
ATTEST:

  
Secretary of the Board

Approved as to Content and Form:

  
General Counsel

CITY OF BIG BEAR LAKE

  
Jeff Mathieu, City Manager

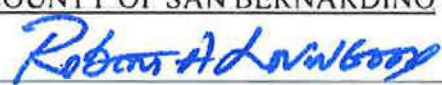
ATTEST:

  
City Clerk

Approved as to Content and Form:

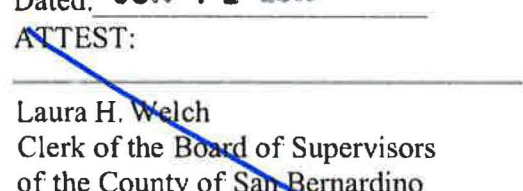
  
City Attorney

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


  
Robert A. Lovingood, Chairman  
Board of Supervisors

Dated: JUN 12 2018

ATTEST:

  
Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Approved as to Content and Form:

  
Dawn Martin, County Counsel  
County of San Bernardino

