

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN THE BIG BEAR AREA
REGIONAL WASTEWATER AGENCY, CITY OF BIG
BEAR LAKE, BIG BEAR CITY COMMUNITY SERVICES
DISTRICT AND ZONE B OF COUNTY SERVICE AREA 53
(FAWSKIN), PREVIOUSLY REFERRED TO AS
IMPROVEMENT ZONE “B” OF SAN BERNARDINO
COUNTY SERVICE AREA 53, REGARDING PAYMENT
AND COLLECTION OF TOTAL ANNUAL CHARGE AND
STANDBY CHARGES**

1. PARTIES AND DATE:

1.1 Parties: This Amendment No. 3 (“Amendment No. 3”) to the Payment and Collection Agreement (“Agreement”) is entered into on this 21 day of April, 2026 by and between the Big Bear Area Regional Wastewater Agency (“BBARWA”), City of Big Bear Lake (“City”), Big Bear City Community Services District (“District”), and Zone “B” of County Service Area 53 (CSA 53B). City, District, and CSA 53B are referred to herein as “Collecting Agencies.” The Collecting Agencies and BBARWA are also sometimes referred to herein as the “Parties.”

1.2 Effective Date: This Agreement shall not become effective until the last date (“Effective Date”) on which it has been approved and executed by each and all of the Parties.

2. RECITALS

2.1 On or about August 23, 2011, the Collecting Agencies and BBARWA entered into the Agreement in order to provide a new payment schedule for the Total Annual Charge, Service Charge, Infiltration/Inflow Charge, and the Standby Charge, during the term of the Agreement.

2.2 This Amendment No. 3 is authorized pursuant to Sections 3.6 and 3.11 of the Agreement.

3. TERMS

3.1 Term: The first sentence of Section 3.1 of the Agreement is amended to extend the term of the Agreement until June 30, 2031. The balance of Section 3.1 (sentences 2 through 4) regarding the manner of termination of the Agreement shall remain in full force and effect.

3.2 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions as set forth in this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date first herein written above. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: _____
Chair of the Governing Board

Date: _____

ATTEST

By: _____
Secretary to the Governing Board

APPROVED AS TO LEGAL FORM

By: _____
General Counsel

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
Chair of the Board of Directors

Date: _____

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

By: _____
General Counsel

CITY OF BIG BEAR LAKE

By: _____
City Manager

Date: _____

ATTEST

By: _____
Acting City Clerk

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

COUNTY SERVICE AREA 53 FAWNSKIN

By: _____
Chair

Date: _____

ATTEST

By: _____
County Clerk

APPROVED AS TO LEGAL FORM

By: _____
General Counsel