

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
11-610 A2

SAP Number

County Service Area 53B Fawnskin

Department Contract Representative	Steve Samaras, Division Manager
Telephone Number	(760) 962-1515
Contractor	BBARWA
Contractor Representative	David Lawrence, General Manager
Telephone Number	(909) 584-4018
Contract Term	5 Years
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	3650004536

Briefly describe the general nature of the contract:

Amendment No. 2 to the Big Bear Area Regional Wastewater Authority (BBARWA) and County Service Area 53B Fawnskin (CSA 53B) agreement for the provision of treatment and disposal of sewage wastewater from CSA 53B, extending the term five years from July 1, 2021 to June 30, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn M. Martin
Dawn M. Martin, County Counsel

Date Apr 5, 2021

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Trevor Leja

Trevor Leja, Deputy Director

Date May 6, 2021

**AMENDMENT NO. 2
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. 2 ("Amendment No. 2") to the Payment and Collection Agreement ("Agreement") is entered into on this **24th day of February 2021** 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. 2 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, 2026. 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.

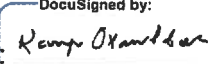
3.2 Except as set forth herein, all provisions of the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions as set forth in this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date first herein written above.

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: 
Chair of the Governing Board

ATTEST

DocuSigned by:
By: 
167A8F8C418044E1
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

By: _____
General Counsel

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
Chairman of the Board of Directors

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

General Counsel

CITY OF BIG BEAR LAKE

By: _____
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

COUNTY OF SAN BERNARDINO

By: 
Chairman of the Board of Supervisors

ATTEST

By: 
County Clerk

APPROVED AS TO LEGAL FORM


Dawn M. Martin (Apr 5, 2021 13:38 PDT)

County Counsel

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: 
Chair of the Governing Board

ATTEST

By: 
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

By: 
General Counsel

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
Chairman of the Board of Directors

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM


General Counsel


CITY OF BIG BEAR LAKE

By: _____
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO LEGAL FORM

By: 
City Attorney

COUNTY OF SAN BERNARDINO

By: _____
Chairman of the Board of Supervisors

ATTEST

By: _____
County Clerk

APPROVED AS TO LEGAL FORM

County Counsel

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: _____
Chair of the Governing Board

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

By: _____
General Counsel

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
Chairman of the Board of Directors

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

General Counsel

CITY OF BIG BEAR LAKE

By: _____
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

COUNTY OF SAN BERNARDINO

By: _____
Chairman of the Board of Supervisors

ATTEST

By: _____
County Clerk

APPROVED AS TO LEGAL FORM

County Counsel

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: _____
Chair of the Governing Board

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

By: _____
General Counsel

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
Chairman of the Board of Directors

ATTEST

By: _____
Secretary of the Governing Board

APPROVED AS TO LEGAL FORM

General Counsel

CITY OF BIG BEAR LAKE

By: _____
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

COUNTY OF SAN BERNARDINO

By: _____
Chairman of the Board of Supervisors

ATTEST

By: _____
County Clerk

APPROVED AS TO LEGAL FORM

County Counsel