

Attachment 2

1 RESOLUTION NO. 84-102

2 RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING THE
3 EXECUTION OF A SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT OF
4 1957 BETWEEN THE CITY OF SAN BERNARDINO AND EAST SAN BERNARDINO
5 COUNTY WATER DISTRICT. (SEWER)

6 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF
7 SAN BERNARDINO AS FOLLOWS:

8 SECTION 1. The Mayor of the City of San Bernardino is hereby
9 authorized and directed to execute on behalf of said City a
10 Second Amendment to the Joint Powers Agreement of 1957 between
11 the City of San Bernardino and East San Bernardino County Water
12 District, a copy of which is attached hereto, marked Exhibit "A"
13 and incorporated herein by reference as fully as though set forth
14 at length.

15 I HEREBY CERTIFY that the foregoing resolution was duly
16 adopted by the Mayor and Common Council of the City of San
17 Bernardino at a regular meeting thereof, held on
18 the 19th day of March, 1984, by the following vote,
19 to wit:

20 AYES: Council Members Castaneda, Gilley, Hernandez,
21 Markes, Paul, Irguiz
22 NAYS: None
23 ABSENT: Council Member Strickler

24 SHAUNA CLARK
25 City Clerk

26 The foregoing resolution is hereby approved this 21st day
27 of March, 1984.

28 W. R. HOLCOMB
Mayor of the City of San Bernardino

Approved as to form:
Richard H. Pinner
City Attorney

36.

1 SECOND AMENDMENT TO THE
2 JOINT POWERS AGREEMENT OF 1957
3 BETWEEN THE CITY OF SAN BERNARDINO
4 AND EAST SAN BERNARDINO COUNTY WATER DISTRICT

5 This Second Amendment to the Joint Powers Agreement of 1957
6 is made by the City of San Bernardino, a municipal corporation
7 hereinafter referred to as "City", and the East Valley Water
8 District (formerly named the East San Bernardino County Water
9 District), a County water district organized and existing
10 pursuant to Division 12 of the Water Code and hereinafter
11 referred to as "District".

12 WHEREAS, each of the parties hereto is a public agency
13 authorized and empowered to contract for the joint exercise of
14 powers under Article 1, Chapter 5, Division 7, Title 1 (Sections
15 6500 et seq.) of the Government Code of the State of California;
16 and,

17 WHEREAS, each of said parties has the authority and power to
18 protect and preserve the quality of the surface and subsurface
19 water supplies within their respective boundaries; and,

20 WHEREAS, the parties hereto recognize the immediate
21 necessity for planning, construction, operation, and maintenance
22 of works and facilities for collection, transmission, treatment,
23 disposal and reclamation of sewage, wastes, and wastewaters to
24 protect water quality and to abate water pollution within the San
25 Bernardino Valley area of the Santa Ana Watershed.

26 NOW, THEREFORE, IN CONSIDERATION of the mutual promises and
27 covenants herein contained, the parties hereto agree as follows:

28 A. Recitals.

1. City and District entered into a Joint Powers

1 Agreement on January 7, 1958, (hereinafter referred to as
2 "Agreement") relating to the construction and operation of
3 facilities for the collection, treatment and disposal of sewage
4 within certain geographic areas, which Agreement was amended
5 November 19, 1980, in respect to payment by District for use of
6 regional facilities and establishing a regional capacity charge.

7 2. The parties now desire to amend the agreement to
8 add Exhibit "A" delineating the respective service areas of the
9 parties, to add Exhibit "B", a map of the East Trunk Sewer Line,
10 to provide for payment by District of construction costs of
11 additional interceptor capacity, to provide that City will not
12 oppose annexations which District shall initiate nor act to merge,
13 consolidate or dissolve District, to set a regional capacity
14 charge of \$1,230.00 per connection, to provide that funds
15 pursuant to this Agreement will be restricted funds, to provide
16 for a surcharge in certain areas for facilities expansion, and to
17 create an Inland Empire Wastewater Advisory Board.

18 B. Amendments.

19 1. Section 2.10 is added to the Agreement to read as
20 follows:

21 "2.10 The sewerage service areas of the public
22 agencies utilizing the City regional wastewater treatment
23 facility are more particularly described in Exhibit 'A' attached
24 hereto and incorporated herein by this reference. The
25 territorial boundaries may be changed from time to time upon the
26 approval of both the District and City."

27 2. Section 3 of the Agreement is amended to change the
28 designation of Exhibit "A" therein to Exhibit "B", and said

1 Exhibit "B" is attached hereto and incorporated herein by this
2 reference.

3 3. Section 4 of the Agreement is amended to read as
4 follows:

5 "4. Right of District in East Trunk Sewer.

6 The District shall have and own, for the existence of
7 this Agreement, a right to discharge sewage into the East Trunk
8 Sewer or other sewers adjacent to the District at a point or
9 points on said sewers between the East-West center line of
10 Section 19, Township 1 North, Range 3 West, and its prolongations
11 and Third Street (sometimes known as City Creek Road), as
12 described in Exhibit 'E', which is attached hereto and made a
13 part hereof. All connections to said sewers for the purpose of
14 said discharge shall be made at the sole cost and expense of the
15 District and shall be made under the supervision of an officer or
16 employee designated by the City and shall be performed to the
17 satisfaction of and subject to the approval of the City. The
18 District may, in accordance with Section 5 herein, discharge all
19 sewage entering any of its sewage collection facilities into said
20 East Trunk Sewer or other sewers adjacent to the District.

21 District recognizes that the East Trunk Sewer and other
22 major interceptors are approaching capacity and agrees to pay for
23 its proportionate share of any additional interceptor capacity
24 required. District will enact an interceptor expansion charge
25 for all facilities making use of the East Trunk Sewer, calculated
26 on the basis set forth in Exhibit 'C', which is attached hereto
27 and incorporated herein, and District shall deliver all such fees
28 collected to the City monthly as provided in Part 10, Section 7

1 hereof. Said fees will be used by City to construct additional
2 interceptor and trunk line capacity for the District. City
3 warrants that interceptor and trunk line capacity thus
4 constructed will be made available to District pursuant to
5 District needs."

6 4. Section 6 of the Agreement is amended to read as
7 follows:

8 "6. Service Areas, Right to Collect Charges.

9 The City and the District agree that the areas within
10 which each is entitled to provide sewer service and collect
11 sewer service charges shall be as set forth in this paragraph.
12 Neither public agency shall, without the written consent of the
13 other, be entitled to provide sewer service and collect sewer
14 service charges within any territory assigned to the other under
15 this paragraph.

16 a. City shall provide sewer service and collect
17 charges therefor within the territory defined in
18 Exhibit 'D' attached hereto and incorporated herein.

19 b. District shall provide sewer service and collect
20 charges therefor within the territory defined in
21 Exhibit 'E' attached hereto and incorporated herein.

22 In addition, District shall adopt a resolution
23 initiating procedures for annexation of the property exterior to
24 its boundaries as described in Exhibit 'F' attached hereto and
25 incorporated herein. City shall not oppose such proposal for
26 annexation by the District. Further, City will take no action
27 during the term of this Agreement which will in any way lead to
28 the merger, consolidation or dissolution of the District."

1 5. Part 10 of Section 7 of the Agreement is amended to
2 read as follows:

3 "Part 10. Regional Capacity Charge.

4 The City shall continue in force an ordinance requiring
5 adoption of a capacity fee by resolution which shall require the
6 capacity fee to be adjusted annually as provided for therein.

7 The capacity fee on the date of execution of this Agreement shall
8 be fixed at \$1230.00 per residential unit and \$4.40 per gallon
9 per day of estimated effluent for non-residential connections.

10 The capacity charge shall be reviewed and adjusted if required as
11 provided by City ordinance or resolution.

12 Funds collected from said source shall be used
13 exclusively to finance the expansion of capital improvements or
14 additions to the regional treatment facilities.

15 It is mutually agreed that the City will not make
16 treatment capacity in the regional facility available to any
17 future user unless said future user has paid a Regional Capacity
18 Charge of an amount equal to or greater than the Regional
19 Capacity Charge then in effect.

20 As compensation to the City for services rendered in
21 the providing of treatment capacity, the treating and disposing
22 of waste discharged by the District into said East Trunk Sewer or
23 other sewers adjacent to the District, the District shall pay to
24 the Board of Water Commissioners at the end of each monthly
25 period, or other period established by the District for imposing
26 and collecting sewer service charges the aggregate of Regional
27 Facilities and Treatment Charges and Regional Capacity Charges as
28 above indicated.

1 Any amount of said payment which is in dispute shall be
2 paid to the City with a notation that it is paid under protest
3 and shall be repaid at a later time if so decided by any
4 appropriate court of law.

5 Payments due at the end of the period specified above
6 shall be paid within thirty (30) days of said due date. Payments
7 not made within said thirty (30) days shall bear interest at the
8 rate of the current prevailing prime rate of interest per annum
9 from the date thereof until paid.

10 Since the payments are to be made for services
11 rendered, there will be no surplus money and so there should be
12 no surplus money on hand at the termination of this Agreement
13 after the accomplishment of said purpose, but if there is any, it
14 shall be returned in proportion to the contributions made.

15 6. Section 8 of the Agreement is amended to read as
16 follows:

17 "8. Records, Accounts, Inspection and Audit.

18 Both the District and City Water Department shall keep
19 a complete and up to date list of all persons and customers of
20 every kind and nature (including public agencies of all types)
21 discharging into or using its system and shall keep proper books
22 of record and accounts in which complete and correct entries
23 shall be made of all transactions (including all receipts and
24 disbursements) relating to the provision of sewer service and the
25 collection of sewer service charges. Said list, books of record
26 and accounts shall be kept in such reasonable detail that the
27 City or District can ascertain the aggregate charges which would
28 have been collected by the City or District if the persons and

1 customers served by the District or City which are emptying into
2 the District's or City's system had been located in the City or
3 District. Said list, books of record and accounts shall, upon
4 written request, be subject to inspection by any duly authorized
5 representative of the City or District. Said list, books of
6 record and accounts may be audited annually by an independent
7 certified public accountant or firm of certified public
8 accountants. A copy of the report of such accountant or
9 accountants shall be given to each public agency. The District
10 or City shall notify the City or District within a reasonable
11 time before the audit is to commence of the identity of the
12 auditor or auditing firm. The expense of said audit shall be
13 shared by said public agencies equally. The City or District
14 may, upon written request, inspect the District's or City's
15 sewage collection facilities at reasonable intervals.

16 Funds collected pursuant to this Agreement will be
17 placed in restricted funds pursuant to governmental accounting
18 practices."

19 7. Section 10, "Arbitration", was rescinded by the
20 amendment of 1980, and a new Section 10 is added to the Agreement
21 to read as follows:

22 "10. Access Charge for Pump Stations, Trunk Lines,
23 Interceptors and Collectors.

24 District agrees that it will prescribe and collect a
25 rate and charge of \$2.00 per month for any new service in an area
26 described in Exhibit 'H' attached hereto and incorporated herein
27 discharging into the regional wastewater treatment facilities.
28 District shall collect said fee and deliver said fee to the City

1 monthly as provided in Part 10 of Section 7 hereof for expansion
2 by the City of sewage pump stations, interceptors and collectors
3 within the City boundaries to accommodate the increased sewage
4 flow generated by lands described in Exhibit 'H' hereto
5 discharging into the regional wastewater facilities. Said fee
6 shall be adjusted annually in accordance with District
7 ordinances."

8 8. Section 10.10 is added to the Agreement to read as
9 follows:

10 "10.10 Creation of Inland Empire Wastewater Advisory
11 Board.

12 There is hereby created an advisory board to be known
13 as the 'INLAND EMPIRE WASTEWATER ADVISORY BOARD', hereinafter
14 called 'Advisory Board'. The Advisory Board shall have the power
15 to (a) plan the acquisition, construction, maintenance and
16 improvement of the regional wastewater treatment plant and
17 facilities as described in this Agreement; (b) to recommend the
18 issuance of bonds, notes, warrants, charges, fees and other
19 evidence of indebtedness to finance costs and expenses incidental
20 to the regional facilities; (c) to plan for expansion of the
21 wastewater facility to accommodate future growth; and (d) to
22 exercise any other powers as may be conferred by the parties to
23 this Agreement. The public agencies eligible to become parties
24 to this Advisory Board are as follows:

- 25 (i) City of San Bernardino;
26 (ii) East Valley Water District;
27 (iii) Such other public agencies as may hereafter be
28 declared eligible by unanimous vote of existing members.

1 The City agrees it will not take any action related to
2 its activities specified in (a), (b), (c) or (d), pursuant to
3 paragraph 10.10 of this Agreement without considering the
4 Advisory Board's recommendations submitted within a reasonable
5 time, and the City will not arbitrarily or capriciously reject
6 any such recommendation.

7 The Advisory Board shall be composed of the General
8 Manager of the District and the General Manager of the City's
9 Water Department."

10 9. Section 13 is added to the Agreement to read as
11 follows:

12 "13. Notice.

13 All notices, statements, demands, requests, consents,
14 approvals, authorizations, agreements, appointments or
15 designations hereunder shall be given in writing and addressed to
16 the principal office of each member of the Agreement."

17 10. Section 18 is added to the Agreement to read as
18 follows:

19 "18. Assignment.

20 The parties hereto shall not assign any rights or
21 obligations under this Agreement without the written consent of
22 all other parties."

23 11. Section 19 is added to the Agreement to read as
24 follows:

25 "19. The parties hereto agree upon request to execute,
26 acknowledge and deliver all additional papers and documents
27 necessary or desirable to carry out the intent of this

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Agreement."

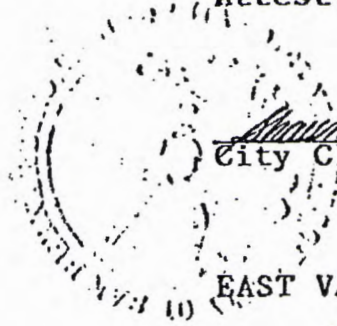
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year hereinafter indicated.

CITY OF SAN BERNARDINO

DATED: April 5, 1984

By [Signature]
Mayor

Attest:



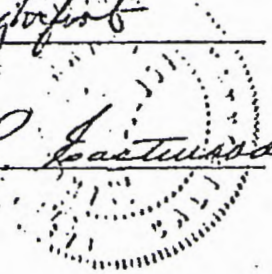
[Signature]
City Clerk

EAST VALLEY WATER DISTRICT

DATED: April 11, 1984

By [Signature]
President

By [Signature]
Secretary



Approved as to form:

[Signature]
City Attorney

Approved and Agreed:

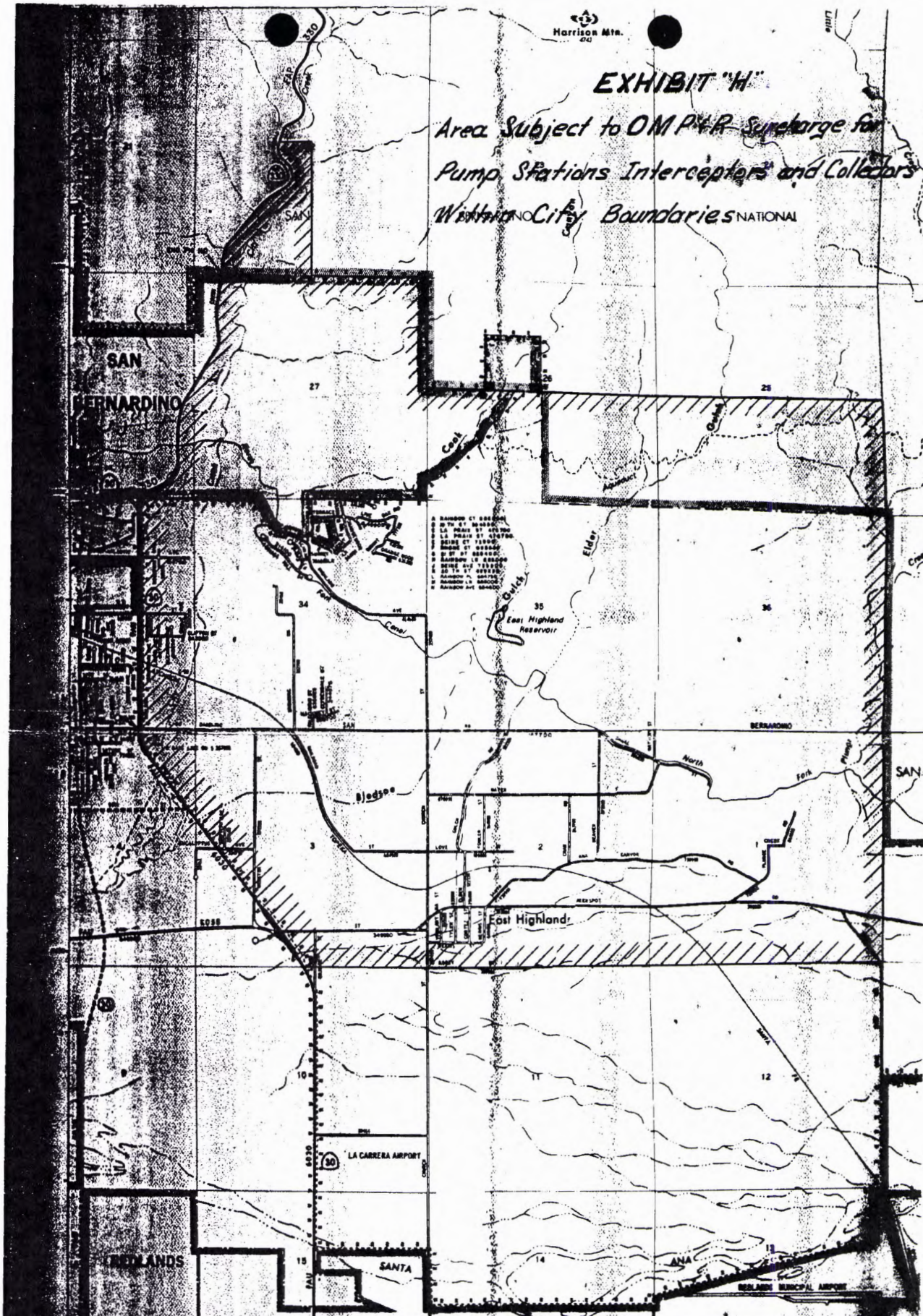
WATER COMMISSION OF THE
CITY OF SAN BERNARDINO

By [Signature]
Chairman

By [Signature]
Secretary

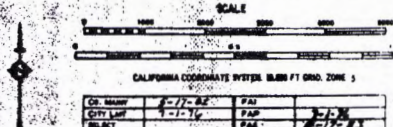
EXHIBIT "H"

Area Subject to O.M.P.A.R. Surcharge for
Pump Stations Interceptors and Collectors
Within City Boundaries

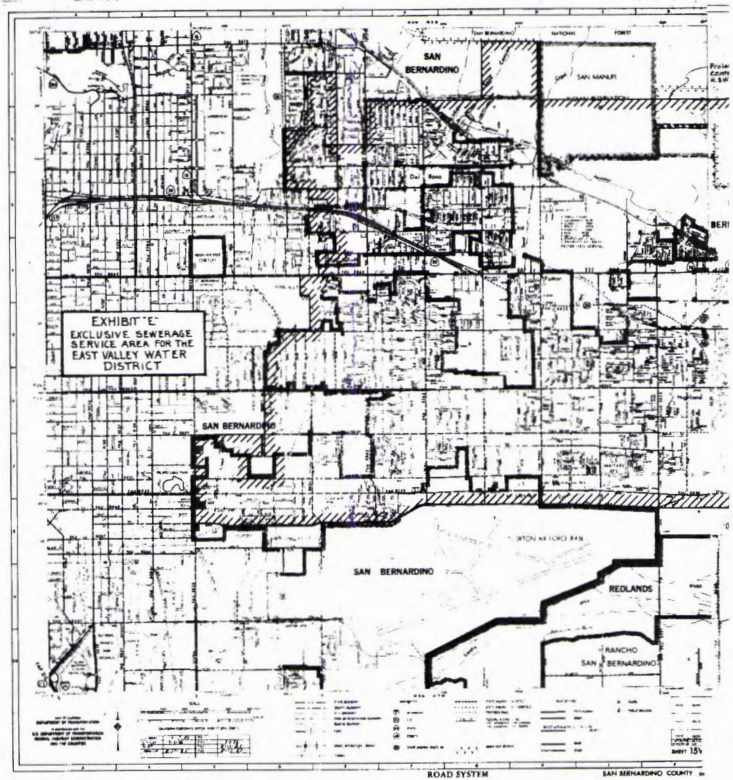
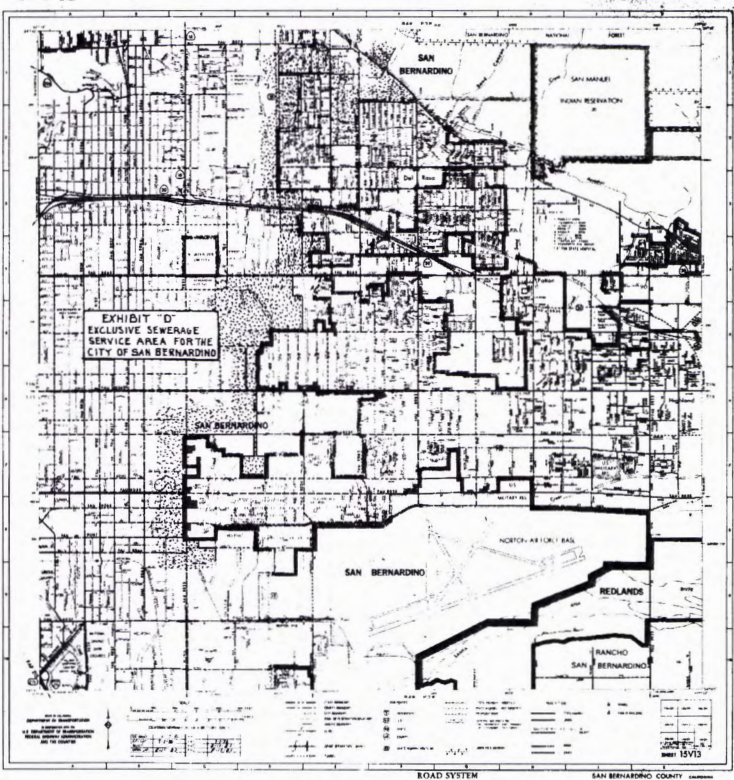


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DEPARTMENT OF TRANSPORTATION
FEDERAL BUREAU OF SURVEY
AND THE COMMISSION



- STATE BOUNDARY
- COUNTY BOUNDARY
- CITY BOUNDARY
- PUMP OR RESERVATION BOUNDARY
- SANCHO BOUNDARY
- FOUR
- BRIDGE SEPARATION - BRIDGE
- ROAD ROUTES
- OVERSTATE
- U.S.
- STATE
- COUNTY
- STATE HIGHWAY ROUTE NO.



*San Bernardino Sewerage District for the 1953
 Exhibit D of 1953
 from the 1953 San Bernardino Sewerage District*

*EXHIBIT E
 EXHIBIT D*

Attachment 3

1 RESOLUTION NO. 2015-213

2
3 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
4 SAN BERNARDINO FIXING AND ESTABLISHING CHARGES FOR SERVICES AND
5 FACILITIES FURNISHED BY THE CITY SEWERAGE TREATMENT SYSTEM
6 LOCATED WITHIN AND OUTSIDE THE INCORPORATED TERRITORY OF THE
7 CITY, AND REPEALING PORTIONS OF RESOLUTION 2011-4.

8 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE
9 CITY OF SAN BERNARDINO AS FOLLOWS:

10 SECTION 1. Users Located Within and Users Located Outside the Incorporated
11 Territory of the City. Pursuant to the provisions of Section 13.32.720 of the San Bernardino
12 Municipal Code, any premises located within or located outside the incorporated territory of the
13 City which is serviced by a connection to the system of sewage and waste treatment of the City
14 shall be charged and the user thereof shall pay a sewer service charge based upon the schedule
15 defined herein on Page 2.

16 ///

17 ///

1 The following treatment rates are effective October 1, 2015, July 1, 2016 and July 1,
 2 2017, and shall supersede any prior schedules of rates:

3
 4 **SEWER TREATMENT RATE SCHEDULE**

Line	Customer Class	Current Rates	Rates, Effective On:			Units
			10/1/2015	7/1/2016	7/1/2017	
6	1 Monthly Charge (San Bernardino)					
7	2 Residential	\$18.50	\$20.65	\$22.38	\$23.10	\$/Month/Account
8	3 Multi-Family (2 Units)	\$37.00	\$41.31	\$44.76	\$46.20	\$/Month/Account
9	4 Multi-Family (3 Units)	\$55.50	\$61.96	\$67.14	\$69.29	\$/Month/Account
10	5 Multi-Family, Mobile Home Parks (4 or more units)	\$2.40	\$3.18	\$3.42	\$3.52	\$/Month/Account
11	6 Non-Residential	\$2.40	\$3.18	\$3.42	\$3.52	\$/Month/Account
12	7 Industrial	\$1.00	\$1.67	\$1.78	\$1.83	\$/Month/Account
13	8 Monthly Charge (EVWD and Loma Linda)					
14	9 Residential	\$18.50	\$19.18	\$20.85	\$21.55	\$/Month/Account
15	10 Multi-Family (2 Units)	\$37.00	\$38.37	\$41.72	\$43.10	\$/Month/Account
16	11 Multi-Family (3 Units)	\$55.50	\$57.55	\$62.58	\$64.64	\$/Month/Account
17	12 Multi-Family, Mobile Home Parks (4 or more units)	\$2.40	\$1.71	\$1.90	\$1.97	\$/Month/Account
18	13 Non-Residential	\$2.40	\$3.18	\$3.42	\$3.52	\$/Month/Account
19	14 Industrial	\$1.00	\$0.20	\$0.26	\$0.28	\$/Month/Account
20	15 Usage Charge (All Customers)					
21	16 Multi-Family (4+ Units), Mobile Home Parks	\$1.25	\$1.36	\$1.48	\$1.53	\$/HCF
22	17 Retail, Commercial, Light Industrial	\$2.10	\$2.28	\$2.47	\$2.55	\$/HCF
23	18 Auto Repair, Car Wash	\$1.30	\$1.41	\$1.53	\$1.58	\$/HCF
24	19 Offices, Motels (without Restaurants)	\$1.50	\$1.63	\$1.77	\$1.83	\$/HCF
25	20 Restaurants, Hotels	\$2.70	\$2.93	\$3.18	\$3.28	\$/HCF
26	21 Laundromats	\$1.50	\$1.63	\$1.77	\$1.83	\$/HCF
27	22 Hospitals, Convalescent Homes	\$1.35	\$1.46	\$1.58	\$1.63	\$/HCF
28	23 Schools, Churches, Nursery Schools	\$1.10	\$1.19	\$1.29	\$1.33	\$/HCF
29	24 Domestic Liquid Waste	\$0.04	\$0.043	\$0.047	\$0.049	\$/gallon
30	25 Industrial					
31	26 Discharge Flow	\$900.00	\$977.00	\$1,060.00	\$1,094.00	\$/MG
32	27 Biochemical Oxygen Demand Charge	\$360.00	\$391.00	\$424.00	\$438.00	\$/1,000 LBS
33	28 Suspended Solids Charge	\$640.00	\$694.00	\$753.00	\$778.00	\$/1,000 LBS

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1 Pursuant to San Bernardino Municipal Code, Section 13.32.720(A), sewer service charges
2 for all single-family residential dwellings (including duplexes and triplexes) shall be at a fixed
3 monthly rate.

4 Pursuant to San Bernardino Municipal Code, Section 13.32.720(B), sewer services
5 charges for multi-family residential units, commercial users, and other designated users, shall
6 be at the appropriate sewer class rate, based upon primary operations and water consumption.
7

8 Pursuant to San Bernardino Municipal Code, Section 13.32.720(C), sewer services
9 charges for all consumers discharging an average of more than 300 mg/L of biochemical
10 oxygen demand and suspended solids, shall be at the industrial rate based on water
11 consumption, gallons of discharge of flow, weight of biochemical oxygen demand and
12 suspended solids.
13

14 Sewer service charges for domestic liquid waste, as defined in
15 San Bernardino Municipal Code, Section 13.32.155(34), shall be based upon the measured
16 amount of liquid discharged.

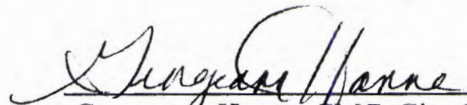
17 City shall have the right to terminate services provided to users located outside of the
18 incorporated territories of the City by providing a ninety-day written notice to said user; and
19 said user and owner shall be subject to increases in said fee or fees, charges and amounts,
20 which may be imposed by amending this Resolution.
21

22 **SECTION 2.** Portions of Resolution No. 2011-4 are hereby repealed as reflected in the Table
23 labeled "Sewer Treatment Rate Schedule" shown above.
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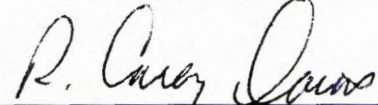
1 **RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN**
 2 **BERNARDINO FIXING AND ESTABLISHING CHARGES FOR SERVICES AND**
 3 **FACILITIES FURNISHED BY THE CITY SEWERAGE TREATMENT SYSTEM**
 4 **LOCATED WITHIN AND OUTSIDE THE INCORPORATED TERRITORY OF THE**
 5 **CITY, AND REPEALING PORTIONS OF RESOLUTION 2011-4.**

6 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
 7 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
 8 21st day of September, 2015, by the following vote, to wit:

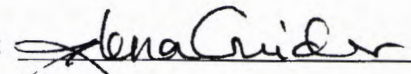
9 Council Members	AYES	NAYS	ABSENT	ABSTAIN
10 MARQUEZ	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
11 BARRIOS	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
12 VALDIVIA	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
13 SHORETT	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
14 NICKEL	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
15 JOHNSON	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
MULVIHLL	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

16 
 17 Georgeann Hanna, CMC, City Clerk

18 The foregoing Resolution is hereby approved this 24th day of September, 2015.

19 
 20 R. Carey Davis, Mayor
 21 City of San Bernardino

22 Approved as to form:
 23 Gary D. Saenz, City Attorney

24 By: 
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