

Sutton

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 97-1059

December 16, 1997

**FROM: EMIL A. MARZULLO, Director
Special Districts Department**

**SUBJECT: WATER SERVICE AGREEMENT BETWEEN COUNTY SERVICE AREA 70,
IMPROVEMENT ZONE W-1 (GOAT MOUNTAIN) AND BIGHORN-DESERT
VIEW WATER AGENCY**

RECOMMENDATION: Acting as the governing body of County Service Area 70, Improvement Zone W-1 (Goat Mountain), approve Agreement No. 97-1059, with Bighorn-Desert View Water Agency of Landers, CA., to provide water service to 17 properties.

BACKGROUND INFORMATION: On July 9, 1997, the 17 properties annexed from the Bighorn-Desert View Water Agency to County Service Area 70, Improvement Zone W-1. The annexation was initiated to allow the properties to continue receiving water service from the existing water system. The existing system has deteriorated and cannot provide adequate water service. The adjacent Bighorn-Desert View Agency system can provide reliable water service and fire protection to the properties.

REVIEW BY OTHERS: This action has been reviewed by County Counsel (L. Thomas Krahelski) and coordinated with the appropriate Supervisorial district.

FINANCIAL IMPACT: Revenue for existing system operation/maintenance and replacement will not be expended. The retail water rates will remain comparable.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Emil Marzullo

FAXED

*DONE
BY DE
1-12-98*

**cc: SDD-Marzullo w/agree.
Contractor c/o SDD w/agree.
Auditor w/agree.
Contract Compl. w/agree.
CSA 70-W-1-Sutton w/agree.
Co. Counsel-Krahelski
File w/agree**

lw

Action of the Board of Supervisors

AGREEMENT NO. 97-1059

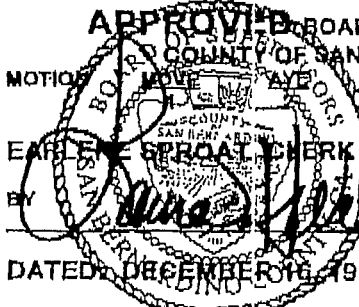
APPROVED BOARD OF SUPERVISORS
 COUNTY OF SAN BERNARDINO

MOTION	AYE	AYE
	3	5

EARLE SPECIAL CLERK OF THE BOARD

BY *[Signature]*

DATED: DECEMBER 16, 1997



Deputy
ITEM 71

FOR COUNTY USE ONLY



DISTRICT

F A S

STANDARD CONTRACT

<input type="checkbox"/> New <input type="checkbox"/> Change <input checked="" type="checkbox"/> Cancel		Vendor Code	Dept.	Contract Number		
			SC	A	97-1059	
District: County Service Area 70, Improvement Zone W-1 (Goat Mountain)					Contractor's License No.	
District Contract Representative				Ph. Ext.	Amount of Contract	
Thomas L. Sutton				(760) 955-9885		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROC. CB Number
S/A	N/A	N/A	N/A	N/A		N/A
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY

THIS CONTRACT is entered into in the State of California by and between the COUNTY SERVICE AREA 70 W-1 hereinafter called the District, and
 Name
BIGHORN-DESERT VIEW WATER AGENCY hereinafter called AGENCY
 Address
P. O. BOX 3838
LANDERS, CA 92285
 Phone
(760) 364-2315
 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:
 (Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance of completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and drawings, if any.)

**BIGHORN-DESERT VIEW WATER AGENCY
 AND
 COUNTY SERVICE AREA 70, IMPROVEMENT ZONE W-1
 WATER SERVICE AGREEMENT**

PURPOSE

This Agreement is entered into by Bighorn-Desert View Water Agency (Agency) and County Service Area 70, Improvement Zone W-1 (W-1) for the purpose of providing water service to specific properties located within the W-1 service area.

AFFECTED PROPERTIES

There are seventeen specific properties affected by this Agreement and they are listed on "Exhibit A", attached hereto and made a part hereof by this reference. Nine of these properties are already being served by the Agency, three are served by W-1, and the remaining parcels are not currently receiving water service at all.

WATER SERVICE

Those parcels currently being served by the Agency shall continue to be served by the Agency. Those parcels currently being served by W-1 shall be connected to the Agency's water system within six months of the effective date of this Agreement and shall be served by the Agency. The cost of the connection to the Agency's water system shall be borne by the Agency and W-1 in the following manner: W-1 shall provide all of the required materials, and the Agency shall provide the required equipment and labor. Any new service connection applications by the properties listed on "Exhibit A" shall be made to the Agency and paid for by the customer.

BILLING

The Agency shall be responsible for the billing of all current metered accounts and any new accounts applied for after the effective date of this Agreement. Billing shall begin after each service connection is changed over and the Agency is providing water service. For the purposes of this Agreement and for the specific properties listed in "Exhibit A", the "Out of Agency" service charge shall not apply. All billing relative to this Agreement shall be in accordance with the Agency's current rates and fees resolution.

OPERATION AND MAINTENANCE

The Agency shall be responsible for the operation and maintenance of its water service facilities up to but not including the customer service valve. All customer service calls related to the parcels affected by this Agreement shall be directed to the Agency.

AMENDMENTS

This Agreement contains all the terms and conditions agreed to by the parties hereto and may only be amended in writing and with the consent of the parties to this Agreement.

INDEMNIFICATION

The parties to this Agreement agree to indemnify, hold harmless, and defend the other party, its officers, agents, employees, and elective boards, in any action with respect to a claim, loss, damage or injury asserted by a third party against the party entitled to indemnification hereunder, arising out of a negligent act, error or omission, or willful misconduct, of an employee or agent of the party whose actions under this Agreement gave rise to such third party claim.

NOTICES

Any and all notices, communications, billings, requests, and/or demands of any kind which either party to this Agreement may wish or be required to give or serve on the other party shall be made in writing, attention: General/District Manager or their designee, and sent postage paid to the following addresses:

BIGHORN-DESERT VIEW WATER AGENCY
P.O. BOX 3838
LANDERS, CA 92285

COUNTY SERVICE AREA 70
IMPROVEMENT ZONE W-1
P.O. BOX 1658
VICTORVILLE, CA 92393

TERM OF AGREEMENT

This agreement may be terminated only upon 90 days prior written notice and only after careful consideration by the parties of any consequences which may apply to the customers affected by the termination of this Agreement.

FILED

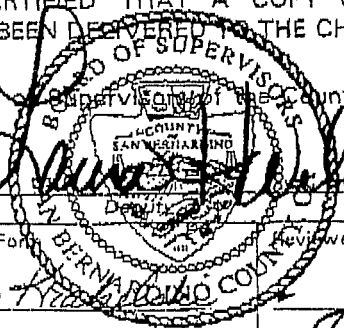
DISTRICT Jerry Eaves
Chairman, Board of Supervisors as governing body of District

Dated DEC 16 1997 #97-1059

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By [Signature]



Approved as to Legal Form [Signature] Reviewed as to Affirmative Action
County Counsel [Signature] Date 11/19/97 Date 11-25-97

CONTRACTOR
BIGHORN-DESERT VIEW WATER AGENCY
(State if corporation, company, etc.)
By [Signature]
(Authorized Signature)
Dated October 16, 1997
Title General Manager
Address Post Office Box 3838
Landers, CA 92285

Reviewed for Processing
[Signature]
Agency Administrator/CAO
Date 11-25-97

"EXHIBIT A"

in our database

PARCEL NUMBER	OWNER NAME	SERVICE STATUS	CURRENT BILLING STATUS
1. 0630-021-18 ✓	Bronaugh, J.	metered	Agency
2. 0630-021-67 ✓	Post Office	metered	W-1
3. 0630-032-04 ✓	Thomson, R.	metered	Agency
4. 0630-032-05	CMC College	unmetered ✓	N/A
5. 0630-032-09	Friedland, S.	unmetered ✓	N/A
6. 0630-032-10	Landers, M.	unmetered ✓	N/A
7. 0630-032-11	Roth, J.	unmetered ✓	N/A
8. 0630-032-15 ✓	Brower, D.	metered	Agency
9. 0630-032-49	CMC College	metered	W-1
10. 0630-041-26 ✓	O'Rourke, J.	metered	Agency
11. 0630-041-30	Mayer, B.	metered	W-1
12. 0630-041-39 ✓	Goodwin, S.	metered	Agency
13. 0630-041-42 ✓	HV Women's Club	metered	Agency
14. 0630-041-54 ✓	Foerstner, M.	metered	Agency
15. 0630-041-55 ✓	Harper, M.	metered	Agency
16. 0630-041-56 ✓	Lockhart, T.	unmetered	N/A Agency
17. 0631-041-57 ✓	Mangrum, M.	metered	Agency W-1

per 2000 letter, all connected but no bbrw database

per C. Harris, W-1 service line not shown database

the last unservice parcel