

JOINT POWERS AGREEMENT
NORTH COAST SEWERAGE

THIS AGREEMENT, made and entered into this 28th day of July, 1981, by and between COUNTY SERVICE AREA NO. 29, herein referred to as "DISTRICT," and the CITY OF SAN BUENAVENTURA, herein referred to as "CITY."

WITNESSETH:

WHEREAS, at the present time CITY and DISTRICT each have the power to construct, operate and maintain their own wastewater reclamation and treatment plants; and

WHEREAS, at the present time the DISTRICT does not own or operate a wastewater reclamation and treatment plant to service users within the area specifically described in this Agreement; and

WHEREAS, DISTRICT was formed to undertake a technical study to develop and evaluate wastewater management alternatives in the North Coast Area of Ventura County and to implement its recommendations; and

WHEREAS, existing residences within the DISTRICT utilize septic tank and soil absorption systems for wastewater disposal and difficulties have been experienced on a number of parcels because of high groundwater conditions, low permeabilities of some soils and limited space for leach fields; and

WHEREAS, a petition, signed by residents, initiated action by the DISTRICT to undertake a feasibility plan to

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1 study wastewater management in portions of the North Coast
2 Area; and

3 WHEREAS, the existing wastewater treatment facilities
4 in the DISTRICT are privately owned and managed; many are
5 old and a number are in need of extensive repair or replace-
6 ment; and

7 WHEREAS, this fact, coupled with the Area's increasing
8 population density, greater water usage and greater waste-
9 water generation, has led to a significant amount of system
10 failures and concern for the public health of residents and
11 people vacationing there; and

12 WHEREAS, the gravity of the situation was highlighted
13 on February 20, 1979, when the County Environmental Health
14 Department issued a memo recommending the Board of Super-
15 visors pass a resolution declaring that four communities
16 within the DISTRICT have a potential public health hazard,
17 these being described as Mussel Shoals, Seacliff, Faria
18 Beach and Solimar Beach; and

19 WHEREAS, the Board acted on the recommendations of the
20 County Environmental Health Department; and

21 WHEREAS, options available for discharge of centrally-
22 treated and stabilized wastewater in the study area are
23 basically limited to two methods; and

24 WHEREAS, the option of exportation from the study area
25 for treatment and disposal by the City of San Buenaventura
26 has been considered; and

27 WHEREAS, the City of San Buenaventura currently treats
28 effluent wastewater emanating from within its boundaries

1 with secondary treatment followed by tertiary filtration,
2 which is ultimately disposed of following chlorination and
3 dechlorination, and

4 WHEREAS, the alternative of collecting the wastewater
5 and exporting it to the City of San Buenaventura was judged
6 by the DISTRICT to be the apparent best alternative; and

7 WHEREAS, the most cost-effective means of doing this is
8 to construct a low-pressure collection system to convey
9 wastes via an existing pipeline to be purchased by DISTRICT;
10 and

11 WHEREAS, the pipeline, running from Seacliff to the
12 Ventura River, would require slip-lining because of its age
13 and failure to pass a pressure test; and

14 WHEREAS, pre-treatment would be provided by septic
15 tanks constructed in public rights-of-way in the study area
16 or by the installation of grinder pumps at certain locations;
17 and

18 WHEREAS, to protect the health, safety and welfare of
19 the residents of DISTRICT, as well as the citizens of the
20 region, to preserve and enhance their environment, DISTRICT
21 intends to upgrade sewerage treatment for the residents of
22 DISTRICT in the communities described herein; and

23 WHEREAS, DISTRICT desires the cooperation of CITY in
24 providing sewerage service outside the CITY service area for
25 residents of DISTRICT; and

26 WHEREAS, DISTRICT desires to dispose of sewage from
27 residents of DISTRICT to the sewage system and through the

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1 City's system to the CITY's Ventura Water Renovation Plant
2 (herein referred to as "PLANT" or "CITY'S PLANT"); and

3 WHEREAS, DISTRICT, as a willing buyer, is willing to
4 pay on behalf of the residents of DISTRICT the charges for
5 said sewerage service; and

6 WHEREAS, CITY is willing to provide sewage service in
7 cooperation with the DISTRICT as set forth herein; and

8 WHEREAS, it is the purpose of this agreement to provide
9 the maximum regional public benefit from the use of CITY's
10 plant by providing DISTRICT in the areas described herein,
11 with the vested rights to wastewater treatment capacity in
12 said facilities in the amounts set forth herein, for the
13 term of this Agreement, and to provide the terms, conditions
14 and compensation for CITY for treatment of wastewater origi-
15 nating from residents of DISTRICT only; and

16 WHEREAS, the parties agree that the lump sum payment of
17 One Hundred Thirty Thousand Dollars (\$130,000.00) is fair
18 and adequate consideration for the capacity rights in the
19 CITY's plant herein being purchased for the term herein
20 described; and

21 WHEREAS, the parties hereto are willing to have the
22 DISTRICT serve as the agency responsible for payment of the
23 service charges of the CITY in recognition of the fact the
24 CITY has no obligation to provide sewage service to said
25 area; and

26 WHEREAS, DISTRICT proposes to construct, at DISTRICT's
27 expense, lift stations and force mains to transport sewage
28 generated within the area described herein to the connection

1 point hereinafter described for discharge to CITY's system;
2 and


3 WHEREAS, DISTRICT and CITY desire to avail themselves
4 of all the provisions of law applicable to this agreement
5 and desire to jointly exercise their powers as specifically
6 provided for under Title I, Division 7, Chapter 5, of the
7 Government Code; and

8 WHEREAS, DISTRICT may, pursuant to Section 25210 et
9 seq. of the Government Code, enter into contracts to provide
10 for the care, maintenance and development of sewage collec-
11 tion systems and to provide funds therefor.

12 NOW, THEREFORE, the parties hereto agree as follows:

13 1. Subject to all of the conditions, limitations,
14 restrictions, terms and provisions contained in
15 this agreement, and DISTRICT's faithful compliance
16 with and performance of the same, this agreement
17 shall become effective on the date first herein-
18 above appearing and shall terminate July 4, 2011,
19 and shall be automatically renewed in 5-year
20 increments thereafter, unless terminated as herein
21 provided in Paragraph 16.

22 2. In recognition of the fact the CITY has no obliga-
23 tion to serve areas outside the city limits nor
24 residents of the DISTRICT and in consideration
25 thereof, the DISTRICT agrees to serve as the
26 agency responsible for the payment of the charges
27 described herein. DISTRICT, on behalf of owners
28 of 319 buildable lots, including residents of 284

1 dwelling units, shall have the right for the term
2 of this agreement to connect to said system at a
3 location described as "City Manhole," as shown on
4 the attached project plan marked Exhibit "A,"
5 which by this reference thereto is made a part
6 hereof, and to discharge into CITY's system in a
7 volume not to exceed 2.2 million gallons of sewage
8 per month from property hereinafter described, and
9 CITY agrees to accept, treat and dispose of said
10 sewage generated within the area described and
11 shown on attached service area boundary map marked
12 Exhibit "B" (consisting of four sheets), which by
13 this reference is made part hereof for all purposes.
14 DISTRICT agrees there will be no expansion of this
15 service area or additional connections made to the
16 DISTRICT facilities for other than those parcels
17 described in this agreement without the specific
18 written approval of the City Council by amendment
19 to this agreement. 

20 The capacity rights of DISTRICT shall be
21 deemed a right to discharge sewage to the manhole
22 described herein with a concurrent obligation on
23 the part of CITY to receive, accept, provide
24 treatment and to dispose of all such sewage pur-
25 suant to its standard operating procedures.
26 DISTRICT shall not by reason of ownership of such
27 capacity rights be deemed to have or acquire any
28

ownership in specific wastewater treatment plant facilities.

3. DISTRICT, as a willing buyer, agrees to pay CITY after approval of this agreement and upon receipt of an invoice, the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) for said capacity rights.

4. DISTRICT shall construct, install, operate, maintain, and own at its sole expense, all facilities necessary for pretreatment by septic tanks and grinder pumps and delivery of sewage to the City manhole described herein, including, but not limited to, all sewage collection lines, laterals, manholes, force mains, and lift stations (together with an in-line flow meter, as further mentioned in Paragraph 8 below), within the Service Area described herein and a force main to the manhole referred to in Paragraph 2 above and as shown on the aforementioned plan marked Exhibit "A," all herein referred to as "DISTRICT" facilities. CITY shall have the right to review all plans, to assure conformance to this agreement, for said DISTRICT facilities.

5. DISTRICT shall also pay three times a year, in January, May and July, after receipt of an invoice, on behalf of the users within its district and irrespective of the DISTRICT's ability to collect same, sewage service charges per the CITY's

1 Ordinance Code as may be amended by the City
2 Council, including interest and late penalties, at
3 the rate of measured wastewater discharge from the
4 area being served into CITY's system as measured
5 as provided for in Paragraph 8 below. Said service
6 charge shall be based upon the volume of flow in
7 million gallons, upon chemical oxygen demand (COD)
8 in 1,000 pounds, and suspended solids (SS) in
9 1,000 pounds of measured wastewater discharge.
10 The aforementioned CITY service charge may be
11 increased or decreased from time-to-time by CITY
12 in direct proportion to any general increase or
13 decrease in the service charge by CITY to domestic
14 sewage dischargers located outside the City of San
15 Buenaventura.

16 It is recognized and agreed that said charges
17 do not include amounts attributable to the amount
18 to be paid by DISTRICT under Paragraph 3 above, as
19 the amount set forth in Paragraph 3 is a negotiated
20 amount based upon the value of the rights received
21 by a willing purchaser.

- 22 6. It is further understood and agreed by and between
23 the parties hereto that, except as limited by this
24 agreement, the DISTRICT shall have the right to
25 dispose of and discharge sewage into the City
26 manhole described herein, but in no event shall
27 the volume of sewage be more than 2.2 million
28 gallons of sewage per month. All sewage discharged

✓ 1 by DISTRICT into CITY's sewerage facilities pursuant
2 to this agreement shall be pretreated by DISTRICT
3 as described in Paragraph 4 hereof and shall meet
4 the standards established by CITY under appropriate
5 ordinances, resolutions, rules or regulations (as
6 may be amended from time-to-time) generally appli-
7 cable to dischargers of domestic waste into CITY's
8 plant. DISTRICT shall not permit users to cause
9 or permit to be placed, thrown or deposited in
10 said sewerage facilities, any liquids or materials
11 which shall interfere with or prevent the effective
12 use or operation of said sewerage facilities or
13 sewage treatment processes of the City of San
14 Buenaventura's treatment facilities.

- ✓ 15 7. DISTRICT shall not cause, or allow users to cause,
16 excessive inflow or infiltration of any surface,
17 or storm waters to be discharged into said sewerage
18 facilities. In addition, DISTRICT shall not cause
19 or allow cooling waters or unpolluted industrial
20 waste or holding tank wastes from recreational
21 vehicles to be discharged into said sewerage
22 facilities. DISTRICT warrants and agrees that the
23 sewage it transports to the City system will have
24 no more than forty (40) percent of suspended
25 solids and seventy-five (75) percent of the COD
26 that normally enters the City system.
27 8. DISTRICT shall pay for, install, operate, own, and
28 maintain an in-line flow meter at a point designated

1 by DISTRICT, and approved by CITY, capable of
2 measuring all discharge of sewage from the area
3 being serviced into CITY's sewerage facilities.
4 If the meter fails or malfunctions, previous
5 monthly readings will be used as a basis for the
6 current monthly reading for the purposes of calcu-
7 lating the monthly service charge. DISTRICT shall
8 take readings monthly and submit information
9 monthly to the CITY for the purposes of deter-
10 mining service charges. The DISTRICT agrees to
11 make metering facilities accessible to CITY at any
12 reasonable time for the purposes of inspection,
13 testing and verification of meter readings.

14 DISTRICT shall pay for, install, operate,
15 own, and maintain equipment for sampling which
16 will monitor on a 24-hour basis and produce a
17 composite for testing for COD and suspended
18 solids at a point designated by DISTRICT and
19 approved by CITY. DISTRICT shall take readings
20 daily or as mutually agreed upon and submit infor-
21 mation to the CITY for the purposes of determining
22 that the sewage that is transported into CITY's
23 facilities has only forty (40) percent of sus-
24 pended solids and seventy-five (75) percent of the
25 COD that normally enters into the City system.
26 The DISTRICT agrees to make sampling facilities

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1 accessible to CITY at any reasonable time for the
2 purposes of inspection, testing and verification
3 of samplings.

4 All measurements, tests and analysis here-
5 under of the quality, characteristics and quan-
6 tity of waters and wastes, and the results thereof
7 shall be made and determined in accordance with
8 the latest edition of "Standard Method for Examina-
9 tion of Water and Wastewater," published jointly
10 by American Water Works Association, American
11 Public Health Association, and Water Pollution
12 Control Federation.

13 The DISTRICT also agrees to make all books
14 and records pertaining to its sewage collection
15 system, including measuring devices, accessible to
16 CITY at any reasonable time for the purpose of
17 inspection.

18 9. It is clearly understood the purchase price set
19 forth in this agreement is not a tax or assessment,
20 and further that the sewer service charges billed
21 to the DISTRICT by the CITY are service charges
22 and not taxes nor assessments. DISTRICT warrants
23 and guarantees that it is fully appraised of the
24 provisions hereof and that it is acting on the
25 advice of legal counsel.

26 10. It is understood and agreed that neither the
27 DISTRICT nor any officer or employee thereof is
28 responsible for any damage or liability occurring

1 by reason of anything done or omitted to be done
2 by the CITY under or in connection with any work,
3 authority or jurisdiction delegated to the CITY
4 under this agreement. It is also understood and
5 agreed that pursuant to Government Code Section
6 895.4, the CITY shall fully indemnify, defend and
7 hold the DISTRICT harmless from any damage or
8 liability occurring by reason of anything done or
9 omitted to be done by the CITY under or in connec-
10 tion with any work, authority or jurisdiction
11 delegated to the CITY under this agreement.

12 It is understood and agreed that neither the
13 CITY nor any officer or employee thereof is respon-
14 sible for any damage or liability occurring by
15 reason of anything done or omitted to be done by
16 the DISTRICT under or in connection with any work,
17 authority or jurisdiction not delegated to the
18 CITY under this agreement. It is also understood
19 and agreed that, pursuant to Government Code
20 Section 895.4, the DISTRICT shall fully indemnify,
21 defend and hold the CITY harmless from any damage
22 or liability occurring by reason of anything done
23 or omitted to be done by the DISTRICT under or in
24 connection with any work, authority or jurisdic-
25 tion not delegated to the CITY under this agree-
26 ment.

27 It is further understood that if such public
28 entities described in Paragraph 11 or any other

1 public or private utility or company having the
2 right to provide the services the CITY is agreeing
3 to provide herein (none are known at this time),
4 files a claim or brings suit against the CITY,
5 DISTRICT further agrees to fully indemnify, defend
6 and hold the CITY harmless from any damage or
7 liability occurring by reason of the CITY provid-
8 ing such service.

9 11. In the event the DISTRICT connects or is requested
10 to connect to any other public or private utility
11 or company having the right to provide the service
12 described herein, then the rights of DISTRICT
13 under this agreement shall terminate, and the
14 capacity rights herein granted shall revert to
15 CITY, without any right on the part of or in
16 behalf of DISTRICT to seek reimbursement for any
17 sums paid hereunder. In the case of a request to
18 connect, DISTRICT may prevent termination of this
19 agreement caused by said request if DISTRICT
20 exercises its option to agree to fully defend,
21 indemnify, and hold the CITY harmless from any
22 claim(s), damage, or liability alleged by or
23 occurring to the requesting party.

24 12. Any notice under or relating to this agreement by
25 either party to the other shall be given in writ-
26 ing either by personal delivery or by U. S. Mail,
27 postage prepaid. Such notice shall be deemed
28 received as of the date of actual receipt or two

1 (2) days from the date of mailing, whichever is
2 the earlier. Notices shall be delivered or
3 addressed as set forth immediately hereafter,
4 except that each party may change its address by
5 written notice in accordance with this paragraph.

6 CITY: City Manager
7 City of San Buenaventura
8 P. O. Box 99
9 Ventura, CA 93002

10 DISTRICT: Director of Public Works
11 County of Ventura
12 800 South Victoria Avenue
13 Ventura, CA 93009

- 14 13. In the event that DISTRICT shall at any time be in
15 default in respect to any of the covenants, matters
16 or things to be kept, done or performed hereunder,
17 including failure to appropriate funds for the
18 services provided by the CITY as set forth in this
19 agreement, then, and in that event, CITY may at
20 its option declare this agreement and all rights
21 of DISTRICT hereunder ended and terminated;
22 provided, however, before any termination shall be
23 declared hereunder by reason of default as afore-
24 said, CITY shall cause to be given to DISTRICT a
25 written notice specifying the particulars wherein
26 DISTRICT is in default and demanding performance
27 in accordance with the terms of this agreement.
28 If within thirty (30) days after such a notice is
given, DISTRICT shall fully comply therewith, or
in good faith shall have commenced the work neces-
sary to comply therewith and henceforth shall

1 diligently prosecute such work or default to
2 completion within a reasonable time thereafter,
3 not exceeding forty-five (45) days, no termination
4 by reason of breach shall be declared hereunder;
5 but, in the event of the failure of DISTRICT to
6 comply with such notice, CITY may then declare and
7 effect a termination by reason of the default
8 therein specified.

9 Should the City have to bring suit to enforce
10 any of the terms of the agreement, DISTRICT agrees
11 to pay to the CITY all costs incurred by the CITY,
12 said costs to include, but not be limited to,
13 attorney's fees, engineering fees and costs,
14 expert witness charges, and all professional fees
15 incurred.

- 16 14. The DISTRICT shall in no event deliver sewage
17 which exceeds the limitations set forth in this
18 agreement, and, in the event the quantity or
19 quality of sewage delivered by DISTRICT exceeds
20 the levels set forth herein, DISTRICT shall cease
21 the delivery of sewage into the City system. The
22 CITY shall have the immediate right and power to
23 prohibit delivery into the City system of sewage
24 which is in violation of the limitations set forth
25 in this agreement until such violation is corrected
26 by DISTRICT. In the event DISTRICT fails to
27 correct such violation within the procedures and
28 time periods set forth in Paragraph 13 above,
- Limits*

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there shall be no further obligation hereunder to accept sewage for treatment.

If any quantity or quality violations result in damage to the treatment or disposal facilities of the CITY, then the DISTRICT shall pay the cost of repairing any such damage.

15. No party to this agreement shall assign or otherwise transfer its rights or any other interests under this agreement without the written consent of the parties to this agreement.

16. This agreement may be terminated by either party hereto at the end of the initial term or at the end of any succeeding five (5) year period by written notice given not less than six (6) months prior to the end of the initial term or of any succeeding five (5) year period.

17. DISTRICT shall furnish to CITY, concurrently with the execution of this agreement, a certified copy of the resolution of the governing body of the DISTRICT authorizing execution of this agreement.

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CITY OF SAN BUENAVENTURA

By: Daniel V. Sanchez
Acting City Manager

APPROVED AS TO FORM:

Michael R. Dougherty
City Attorney

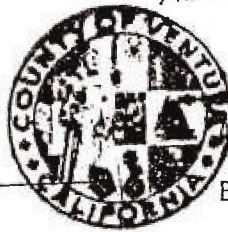
ATTEST:

Barbara J. Hamm
City Clerk

MD/SFJ/ks/S/7/721

COUNTY SERVICE AREA NO. 29

By: Susan K. Lacey
Chairman, Ventura County Board
of Supervisors, Ex-Officio
Governing Body of County
Service Area No. 29

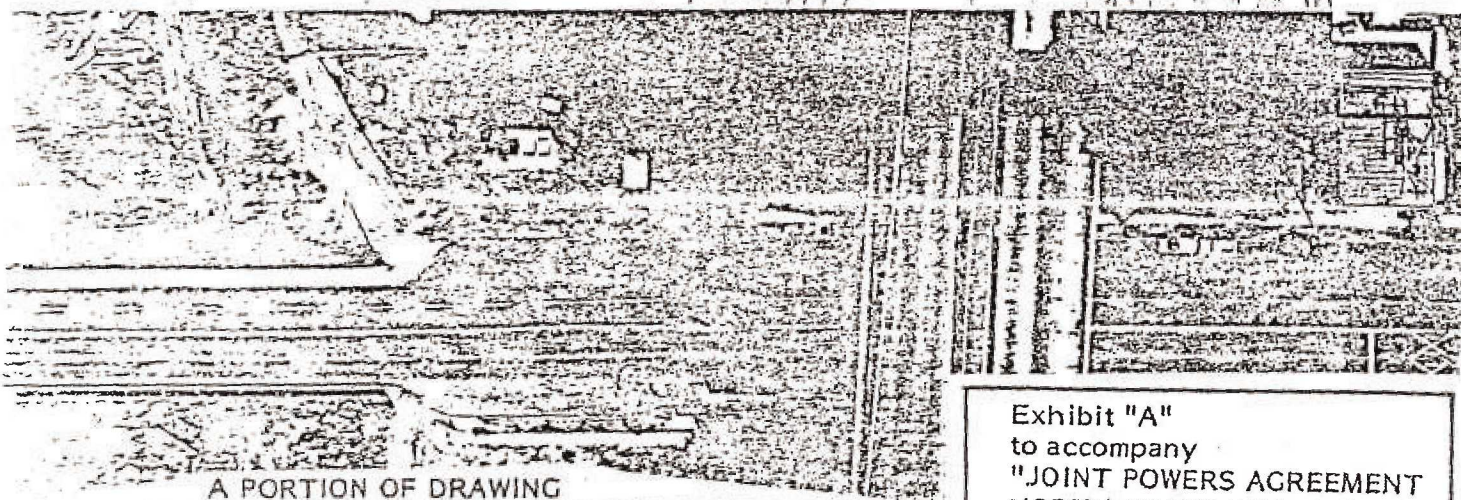
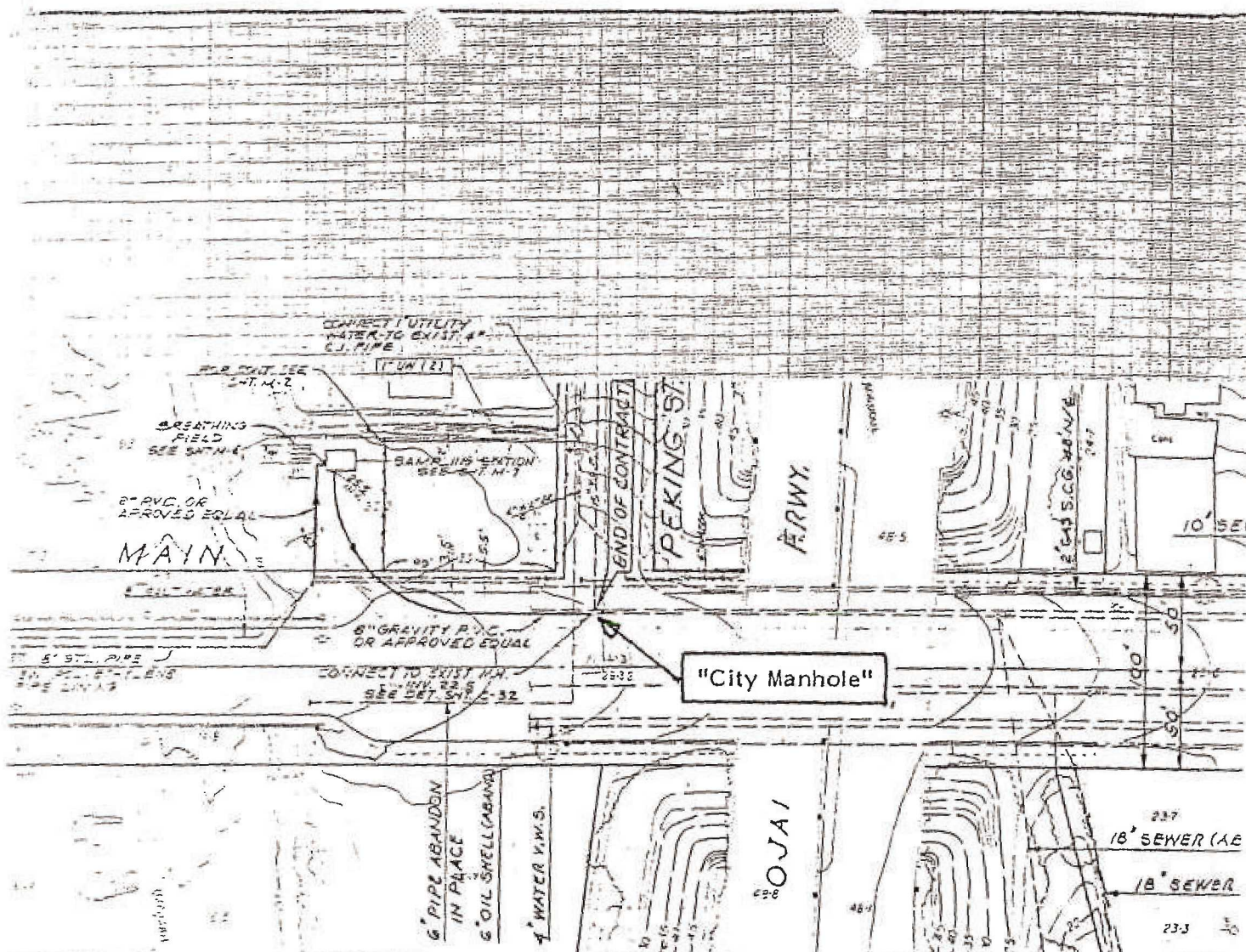


ATTEST ROBERT L. HAMM, County Clerk

By: Robert L. Hamm
Deputy County Clerk

APPROVED AS TO FORM:

By: Wm. G. Lacey
County Counsel



A PORTION OF DRAWING

PROJECT NO.	NORTH COAST WASTEWATER FACILITIES	SHEET 32
DATE		80
DESIGNED BY	VENTURA CONNECTION	ENGINEER
CHECKED BY		C-29

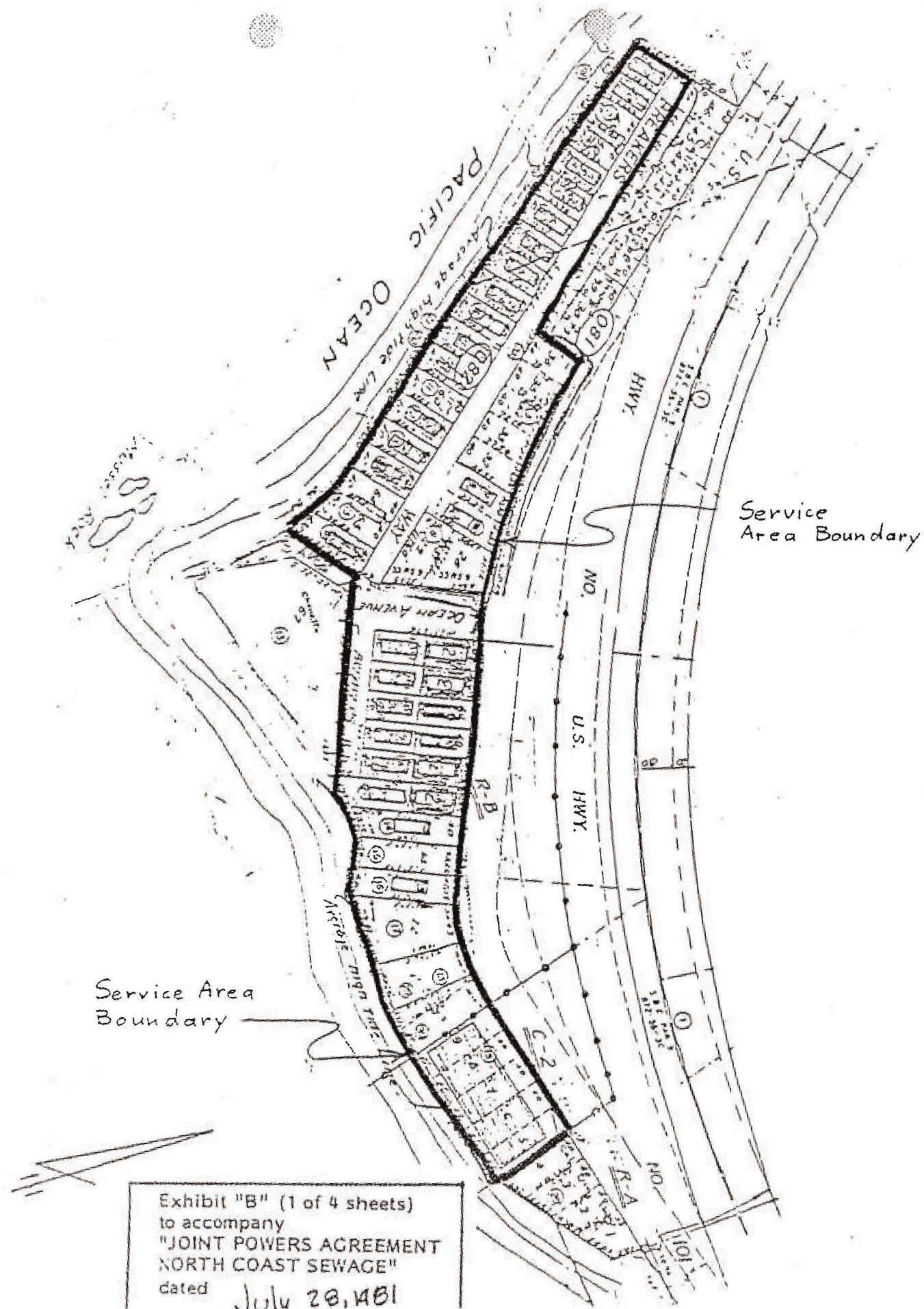
Exhibit "A"
to accompany
"JOINT POWERS AGREEMENT
NORTH COAST SEWAGE"
dated

July 28, 1981

JAMES M. MONTGOMERY
CONSULTING ENGINEERS, INC.



DESIGNED BY	A. VARGAS	CHECKED BY	A. QUINTANA	APPROVED BY	
DATE	August 3, 1981	DATE	8-10-81	DATE	8-10-81
PROJECT NO.	79902	SHEET NO.	32	TOTAL SHEETS	37



Service Area
Boundary

Service Area
Boundary

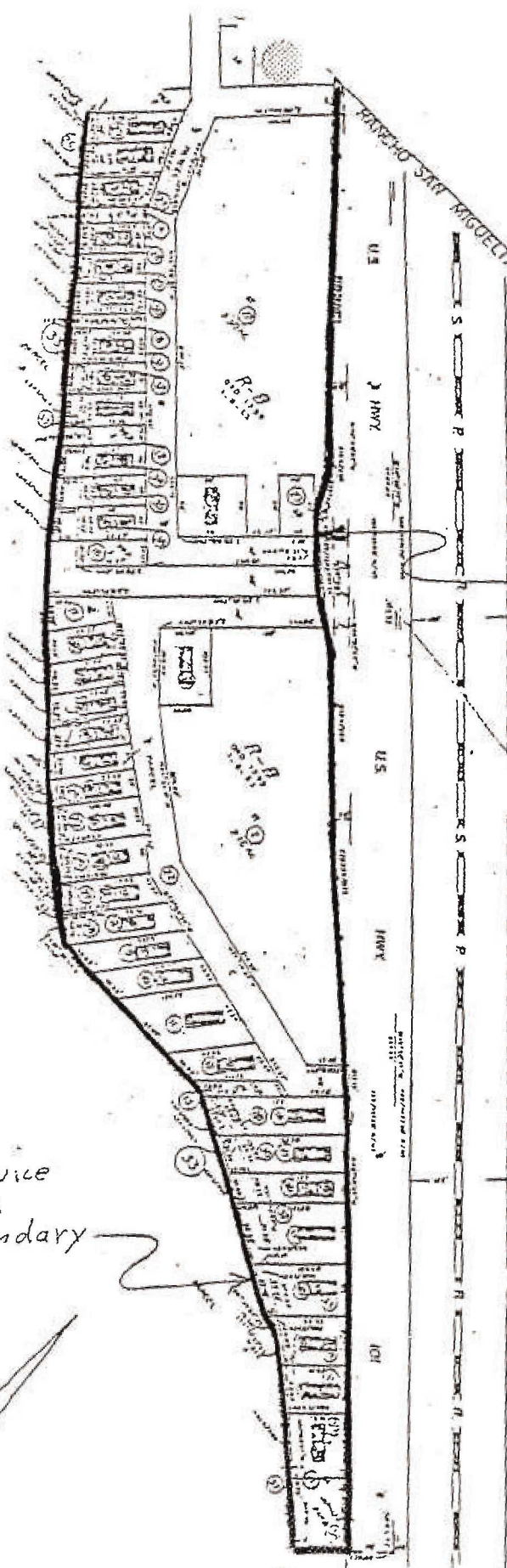
Exhibit "B" (2 of 4 sheets)
to accompany
"JOINT POWERS AGREEMENT
NORTH COAST SEWAGE"
dated July 28, 1981

Sheet "B" (4 of 4 sheets)
 to Company
 "JOINT POWERS AGREEMENT
 NORTH COAST SEWAGE"
 dated July 28, 1981

PACIFIC

OCEAN

Service
Area
Boundary



PACIFIC

Service
Area
Boundary
OCEAN

