

AMENDMENT TO

JOINT POWERS AGREEMENT

NORTH COAST SEWERAGE

The Joint Powers Agreement entered into between County
Service Area No. 29 and the City of San Buenaventura on July
28, 1981 is hereby amended this 13th day of September
1982 to add three additional "Whereas" clauses and four
additional paragraphs numbered 18, 19, 20 and 21 as follows:

Whereas, Faria and Hobson County Parks are within the boundaries of District and have similar problems to those described in the above described Joint Powers Agreement; and

Whereas, District has requested of City a contract amendment to allow the connection of Faria and Hobson County Parks to the sewerage system described in said Joint Powers Agreement; and

Whereas, District has requested a correction of Exhibit "B", page 2, in said Agreement;

Now, therefore, the parties hereto agree as follows:

18. In addition to the area described in paragraph 2 of said Joint Powers Agreement and the volume described in paragraphs 2 and 5 thereof, District shall have the right on behalf of users of the following described parks and buildable lots, to discharge into City's system, in the manner described therein, sewerage in a volume not to exceed a total of .10 million gallons per month from property known as Faria and Hobson County Parks and as hereinafter described, and City agrees to accept, treat and dispose of said amount

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APPROVED AS TO FORM:

City Clerk

of sewerage generated within the area described and shown on the attached service area boundary maps marked Exhibit "C" and Exhibit "B", page 2, corrected, which by this reference are made part hereof for all purposes.

- District, as a willing buyer, agrees to pay City, after approval of this Agreement and upon receipt of an invoice, on behalf of users of said parks, the additional sum of \$8,000 for said capacity rights.
- 20. Any termination of this Joint Powers Agreement shall not discharge any party from any obligation owed to any other party by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time of such termination.
- 21. Except for the foregoing changes and conditions, each and every remaining provision of said Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Joint Powers Agreement to be executed by their duly authorized officers or officials as of the day and year above first written.

CITY OF SAN BUENAVENTURA

City Manager

COUNTY SERVICE AREA NO. 29

Chairman, Ventura County Board of Supervisors, Ex-Officio Governing Body of County Service Area No. 29

ATTEST:

ROBERT L. HAMPI County Clerk

Depaty County

APPROVED AS TO FORM:

County Counsel

3.



