

**AMENDMENT NO. 3 TO
JOINT POWERS AGREEMENT
NORTH COAST SEWERAGE**

This Amendment No. 3 to the Joint Powers Agreement North Coast Sewerage ("Agreement") between County Service Area No. 29 and the City of San Buenaventura, first entered on July 28, 1981, and previously amended on September 13, 1982, and February 8, 1988, is made and entered this 01 day of August, 2022, by and between County Service Area No. 29, a political subdivision of the State of California (DISTRICT), and the City of San Buenaventura, a charter city and municipal corporation of the State of California (CITY), individually referred to as a "party" and collectively as the "parties."

WHEREAS, the Los Angeles Regional Water Quality Control Board and United States Environmental Protection Agency conducted a Pretreatment Compliance Audit (PCA) on the CITY's pretreatment program on June 30, July 27, and December 1, 2021, and issued a PCA Summary Report thereafter; and,

WHEREAS, the PCA Summary Report requires the Agreement to be revised to: include the appropriate legal authority to permit and monitor industrial users in the service area; state that there are no industrial users within the jurisdiction and that no industrial users shall be allowed to operate unless the CITY receives prior notification; include requirements to implement and enforce the pretreatment program; and, clearly identify who is responsible to implement and enforce the fats, oils, and grease (FOG) requirements in the City's Sewer Use Ordinance (SUO) and the dental amalgam requirements in 40 CFR 441; and,

WHEREAS, as part of updating its local limits, CITY intends to de-classify DISTRICT as an industrial user; this declassification requires adding a hydrogen sulfide (H₂S liquid) limit to the Agreement; and,

WHEREAS, the DISTRICT is currently billed and pays three times a year in January, May and July, and the parties desire to change the billing and payment frequency to bi-monthly; and,

WHEREAS, the parties desire to amend the Joint Powers Agreement to accomplish these necessary changes.

NOW, THEREFOR, the parties hereto agree as follows:

A. Paragraph 5 currently states:

- "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 Ordinance Code as may be

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

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

Paragraph 5 of the agreement is hereby replaced in its entirety and amended to read as follows:

- "5. DISTRICT shall also pay bi-monthly 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 Ordinance Code as may be amended by the City Council at the rate of measured wastewater discharge from the area being served into CITY's system as measured as provided for in Paragraph 8 below. Said service charge shall be based upon the volume of flow in million gallons, upon chemical oxygen demand (COD) in 1,000 pounds, and suspended solids (SS) in 1,000 pounds of measured wastewater discharge. The aforementioned CITY service charge may be increased or decreased from time-to-time by CITY in direct proportion to any general increase or decrease in the service charge by CITY to domestic sewage dischargers located outside the City of San Buenaventura.

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

B. Paragraph 7 currently states:

- "7. DISTRICT shall not cause, or allow users to cause, excessive inflow or infiltration of any surface, or storm water to be discharged into said sewerage facilities. In addition, DISTRICT shall not cause or allow cooling waters or unpolluted industrial waste or holding tank wastes from

recreational vehicles to be discharged into said sewerage facilities. DISTRICT warrants and agrees that the sewage it transports to the City system will have no more than forty (40) percent of suspended solids and seventy-five (75) percent of the COD that normally enters the City system."

Paragraph 7 of the agreement is hereby replaced in its entirety and amended to read as follows:

- "7. DISTRICT will adopt and diligently enforce a sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance of CITY codified in Chapter 22.240 of the San Buenaventura Municipal Code, including, but not limited to, the fats, oils and grease (FOG) requirements and the dental amalgam requirements in 40 CFR 441. DISTRICT will forward to CITY for review a draft of its proposed sewer use ordinance within 90 days of this Agreement. DISTRICT will adopt its sewer use ordinance within 180 days of receiving approval from CITY of its content.

Whenever CITY revises its sewer use ordinance, it will forward a copy of the revisions to DISTRICT. DISTRICT will adopt revisions to its sewer use ordinance that are at least as stringent as those adopted by CITY. DISTRICT will forward to CITY for review its proposed revisions within 45 days of receipt of CITY's revisions. DISTRICT will adopt its revisions within 90 days of receiving approval from CITY of its content.

DISTRICT will adopt and diligently enforce pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by CITY within 180 days of the date of this Agreement. If CITY makes any revisions or additions to its local limits, it will forward to DISTRICT a copy of such revisions or additions within 45 days of enactment thereof. DISTRICT will adopt any such revisions or additions within 90 days of receipt thereof.

DISTRICT will take all actions necessary to ensure that industrial users within its boundaries are subject to an approved pretreatment program to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use ordinance against industrial users located in its jurisdiction. DISTRICT will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the parties deem appropriate. In addition, DISTRICT will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably

appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

DISTRICT will maintain current information on industrial users located in its jurisdiction. DISTRICT will update the industrial waste survey on not less than annually for industrial users located in its jurisdiction. DISTRICT will forward a copy of this survey to CITY.

Whenever a new industrial user begins operations in DISTRICT, or any time an existing industrial user increases its discharge by 20% or changes its discharge, or any time it is requested by CITY, DISTRICT will require that such industrial user respond to an industrial user questionnaire supplied by CITY. DISTRICT will forward a copy of the completed questionnaire to CITY for review.

DISTRICT will provide CITY access to all records or documents relevant to the pretreatment program for any industrial user located in DISTRICT or discharging through DISTRICT to CITY.

DISTRICT will inspect and sample all industrial users located in its jurisdiction each year. DISTRICT will submit written notice of scheduled inspections to CITY, providing the opportunity for CITY to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, DISTRICT will make every effort to informally notify CITY of the impending inspection so CITY may attend. DISTRICT will forward copies of all inspection reports to CITY within 14 days of the inspection. DISTRICT will submit to CITY its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136 and 40 CFR 403.12(g)(3), except as otherwise required by the U.S. Environmental Protection Agency.

CITY may, with notice to DISTRICT, conduct inspections and sampling at any industrial user's facility located within DISTRICT, as it deems necessary.

DISTRICT will issue permits to all industrial users required to be permitted under its sewer use ordinance located in its jurisdiction. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by CITY. After DISTRICT drafts a permit, DISTRICT will forward a copy thereof to CITY for review and comment at least 90 days prior to the expected date of issuance. Within 30 days of receipt of the proposed permit, CITY will either approve

the permit or request DISTRICT to make additions, deletions, or changes. No permit will be issued if CITY objects.

DISTRICT will submit a monthly report to CITY on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

DISTRICT will enforce the provisions of its sewer use ordinance and permits.

CITY may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. CITY will provide informal notice to the industrial user and DISTRICT of its intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency powers of CITY have been exercised.

Before an industrial user located outside the jurisdictional boundaries of DISTRICT discharges into DISTRICT's sewer system, DISTRICT and CITY will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.

DISTRICT will indemnify CITY for all damages, fines, and costs either incurred as a result of industrial waste discharged from DISTRICT or from the failure of DISTRICT to comply with this Agreement.

DISTRICT shall not cause, or allow users to cause, excessive inflow or infiltration of any surface, or storm water to be discharged into said sewerage facilities. In addition, DISTRICT shall not cause or allow cooling waters or unpolluted industrial waste from recreational vehicles to be discharged into said sewerage facilities. Holding tank wastes from recreational vehicles can only be discharged by campers staying in full hook-up campsites at Faria Beach, Hobson Beach, or Ventura Beach RV Resort; DISTRICT shall not allow non-guest of the Ventura Beach RV Resort to pay to dump their RV holding tank wastes into the septic dump station at Ventura Beach RV Resort. DISTRICT warrants and agrees that the sewage it transports to the City system will have hydrogen sulfide (H₂S liquid) concentrations that do not exceed 6.0 milligrams per liter (mg/L).

DISTRICT is subject to enforcement action available to CITY under applicable law, including, but not limited to, the CITY's Sewer Use Ordinance, Chapter 22.240 of the San Buenaventura Municipal Code, for any violation thereof. DISTRICT accepts the jurisdiction of the CITY for the purposes of enforcing the CITY's Sewer Use Ordinance and will comply with any order of the CITY to comply with this Agreement."

C. Paragraph 8 currently states:

- "8. DISTRICT shall pay for install, operate, own, and maintain an in-line flow meter at a point designated by DISTRICT, and approved by CITY, capable of measuring all discharge of sewage from the area being serviced into CITY's sewerage facilities. If the meter fails or malfunctions, previous monthly readings will be used as a basis for the current monthly reading for the purposes of calculating the monthly service charge. DISTRICT shall take readings monthly and submit information monthly to the CITY for the purposes of determining service charges. The DISTRICT agrees to make metering facilities accessible to CITY at any reasonable time for the purposes of inspection, testing and verification of meter readings.

DISTRICT shall pay for, install, operate, own, and maintain equipment for sampling which will monitor on a 24-hour basis and produce a composite for testing for COD and suspended solids at a point designated by DISTRICT and approved by CITY. DISTRICT shall take readings daily or as mutually agreed upon and submit information to the City for the purposes of determining that the sewage that is transported into CITY's facilities has only forty (40) percent of suspended solids and seventy-five (75) percent of the COD that normally enters into the City system. The DISTRICT agrees to make sampling facilities accessible to CITY at any reasonable time for the purposes of inspection, testing and verification of samplings.

ALL measurements, tests and analysis hereunder of the quality, characteristics and quantity of waters and wastes, and the results thereof shall be made and determined in accordance with the latest edition of "Standard Method for Examination of Water and Wastewater," published jointly by American Water Works Association, American Public Health Association, and Water Pollution Control Federation.

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

Paragraph 8 of the agreement is hereby replaced in its entirety and amended to read as follows:

- "8. DISTRICT shall pay for install, operate, own, and maintain an in-line flow meter at a point designated by DISTRICT, and approved by CITY, capable of measuring all discharge of sewage from the area being serviced into CITY's sewerage facilities. DISTRICT will monitor on a 24-hour basis and

produce a composite sample for testing chemical oxygen demand (COD) and total suspended solids (TSS). DISTRICT shall collect grab samples for sulfide concentrations at the same location. DISTRICT shall conduct monitoring once every two months and provide periodic compliance reports by the twenty-first (21st) day of each month following the monitoring period. Each report shall include the sample dates, concentration of pollutants, and the measured average and maximum daily flows. DISTRICT shall conduct monitoring in accordance with Table 1 below and submit information to CITY for billing and compliance monitoring.

Table 1. Monitoring Requirements				
Pollutant	Discharge Limit	Frequency	Monitoring Period	Type
COD	Not applicable.	3 consecutive days/bi-monthly	Jan, Mar, May, July, Sep, Nov	24-hour composite
TSS	Not applicable.	3 consecutive days/bi-monthly	Jan, Mar, May, July, Sep, Nov	24-hour composite
Hydrogen Sulfide (liquid)	6.0 mg/L	3 consecutive days/bi-monthly	Jan, Mar, May, July, Sep, Nov	Grab

If the meter fails or malfunctions, previous bimonthly readings will be used as a basis for the current bimonthly reading for the purposes of calculating the service charge and compliance monitoring. DISTRICT shall repair or replace the meter within thirty (30) days in the event of a meter failure or malfunction.

DISTRICT agrees to make sampling facilities accessible to CITY at any reasonable time for the purposes of inspection, testing and verification of samples. All measurements, tests, and analysis hereunder of the quality, characteristics and quantity of waters and wastes, and the results thereof shall be made and determined in accordance with 40 CFR 403.12(g)(3) and 40 CFR Part 136 - Guidelines for Establishing Test Procedures for the Analysis of Pollutants.

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

D. Paragraph 12 currently states:

- "12. Any notice under or relating to this agreement by either party to the other shall be given in writing either by personal delivery or by U.S. Mail, postage prepaid. Such notice shall be deemed received as of the date of actual receipt or two (2) days from the date of mailing, whichever is the earlier. Notices shall be delivered or addressed as set forth immediately hereafter, except that each party may change its address by written notice in accordance with this paragraph.

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

DISTRICT: Director of Public Works
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009"

Paragraph 12 of the agreement is hereby replaced in its entirety and amended to read as follows:

"12. Any notice under or relating to this agreement by either party to the other shall be given in writing either by personal delivery or by U.S. Mail, postage prepaid. Such notice shall be deemed received as of the date of actual receipt or two (2) days from the date of mailing, whichever is the earlier. Notices shall be delivered or addressed as set forth immediately hereafter, except that each party may change its address by written notice in accordance with this paragraph.

CITY: City Manager
City of San Buenaventura
501 Poli Street
Ventura, CA 93001

DISTRICT: Director of Public Works
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009"

E. Except as otherwise specifically provided herein, all other provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to the Joint Powers Agreement to be executed by their duly authorized officers or officials on the dates set forth below.

[Signatures follow on next page.]

COUNTY SERVICE AREA NO. 29


Chair, Board of Supervisors
County of Ventura

11/1/22
Date

ATTEST:
Sevet Johnson
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: 
Deputy Clerk of the Board

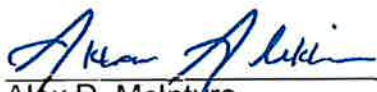


APPROVED AS TO FORM

By: 
Tiffany North
County Counsel


11/2/2022
Date

CITY OF SAN BUENAVENTURA


for: Alex D. McIntyre
City Manager

8/4/22
Date

ATTEST:


Michael MacDonald
City Clerk

APPROVED AS TO FORM
Andrew Heglund, City Attorney

By: 
Miles Hogan
Senior Assistant City Attorney

7/18/2022
Date