

JOINT POWERS AGREEMENT  
FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL  
FOR COUNTY SERVICE AREA 12 IN THE MISSION CANYON AREA  
BETWEEN THE  
COUNTY OF SANTA BARBARA & CITY OF SANTA BARBARA

JOINT POWERS AGREEMENT  
 FOR WASTEWATER COLLECTION, TREATMENT & DISPOSAL  
 FOR COUNTY SERVICE AREA 12 IN THE MISSION CANYON AREA

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EXHIBITS – TITLE

- A. Map of County Service Area 12 in the Mission Canyon Area
- B. List of County Service Area 12 parcels Having Prepaid Connection Fees

JOINT POWERS AGREEMENT  
FOR WASTEWATER COLLECTION, TREATMENT & DISPOSAL  
FOR COUNTY SERVICE AREA 12 IN THE MISSION CANYON AREA

This Agreement is made between the

City of Santa Barbara,  
a Municipal Corporation,  
herein called "CITY"

and the

County of Santa Barbara,  
California,  
herein called "COUNTY"

as follows:

- A. WHEREAS, there is an unincorporated area of COUNTY north of and adjacent to CITY, commonly known as the "Mission Canyon Area." County Service Area 12 was created by COUNTY per Resolution 84-72 to provide public sewer service and septic tank maintenance to a portion in the Mission Canyon Area, a map of which is specifically shown on Exhibit "A" attached hereto and made a part hereof; and,
  
- B. WHEREAS, existing septic systems in the Mission Canyon Area have historically had a high incidence of failure and thereby have the potential to endanger health, safety, life and property through pollution of ground and surface waters; and,
  
- C. WHEREAS, an existing Joint Powers Agreement between CITY and COUNTY was approved for execution by the Santa Barbara City Council at a meeting on September 18, 1984 and was executed on October 2, 1984 to establish powers, prescribe responsibilities, and set conditions for conveying wastewater; and

septic tank pumpage from County Service Area 12 to CITY's collection system for further treatment and disposal; and,

- D. WHEREAS, CITY has available capacity in the CITY's wastewater collection system, treatment plant, and ocean outfall effluent disposal facility to accept the existing and contemplated wastewater flows and septic tank pumpage from County Service Area 12 as described in the Mission Canyon Community Plan; and,
- E. WHEREAS, it is not the intent of CITY or COUNTY that the Mission Canyon Area, including County Service Area 12, be annexed to CITY as a condition of CITY providing wastewater services; and,
- F. WHEREAS, Sections 55080 through 55093 inclusive of the California Government Code authorize agreements between two local agencies for the joint construction and maintenance of sanitation facilities upon adoption of resolutions by the governing bodies of each local agency that such joint construction and maintenance is in the interest or advantage of both local agencies; and,
- G. WHEREAS, Sections 55110 through 55115 of the California Government Code authorize agreements between local agencies for joint use of sewage treatment plants and other sewage disposal works and authorize bonds to pay for purchasing capacity in the plant or works or a right to use them; and
- H. WHEREAS, Sections 6500 through 6516 of the Government Code authorizes public agencies, which include both cities and counties, to enter into agreements to jointly exercise powers common to each agency and Section 6502 further provides that it shall not be necessary that any power common to the contracting parties be exercisable by each such contracting power with respect to the geographical area in which such power is to be jointly exercised; and

- I. WHEREAS, the parties hereto each have powers to regulate and control land use and development and to protect the public health, safety and welfare.

NOW, THEREFORE, CITY and COUNTY agree as follows:

1. JOINT EXERCISE OF POWERS: (Gov't. Code Sec 6503)

- a. This Agreement is made between the CITY and COUNTY in order to jointly exercise the powers possessed by each party as set out in the recitals hereof, pursuant to the provisions of Government Code Sec. 6500 et seq. (Joint Exercise of Powers). The recitals shall not be deemed to be a limitation on the joint powers of CITY and COUNTY to be exercised pursuant to this Agreement, but shall be deemed statements of the general purposes of the Agreement, and the parties may also exercise any and all powers possessed by either party which are necessary or expedient in order to fully carry out the stated purposes of this Agreement.
- b. This Agreement supersedes the 1984 Joint Powers Agreement No. 12,554 between the COUNTY and the CITY.

2. JOINT RESPONSIBILITIES:

- a. All future development in County Service Area 12 shall be consistent with the Mission Canyon Community Plan approved by City Council on March 18, 2014 and adopted by the County Board of Supervisors on April 1, 2014, incorporated herein by reference. Any amendment related to wastewater services described in said Community Plan must be approved by both CITY and COUNTY. In all actions affecting the Community Plan, both CITY and COUNTY realize they are exercising powers given them by the California Constitution to protect the health, safety and welfare of their residents. Accordingly, any action of approval or disapproval affecting said Community Plan shall be based upon written

justification setting forth the reasons for such actions which shall be communicated to the other party, in writing, together with notice of the action taken.

b. CITY and COUNTY shall adopt and enforce all ordinances, resolutions and regulations necessary and appropriate to implement this Agreement.

3. COUNTY RESPONSIBILITIES:

a. COUNTY shall have total responsibility for: installation, operation, maintenance, and replacement of a public wastewater collection system (COUNTY sewer system) that conveys wastewater from land located within County Service Area 12 to CITY's wastewater collection system.

b. COUNTY shall provide for the collection of revenue from County Service Area 12 customers required for the operation and maintenance of the COUNTY sewer system that serves land located within County Service Area 12 as adopted by the County Board of Supervisors on the tax roll or as otherwise allowed by law.

c. COUNTY shall bill CITY residents benefitting from the County Service Area 12 sewer system in the same amount, derived in the same manner, and using the same method as adopted by the County Board of Supervisors in b above.

4. CITY RESPONSIBILITIES:

a. CITY agrees to accept all wastewater from COUNTY sewer system serving County Service Area 12 for treatment and disposal.

b. CITY shall have total responsibility for the wastewater collection system within CITY and for treatment and disposal for all wastewater delivered from County Service Area 12.

c. CITY shall bill sewer rates as adopted by City Council to residents of County Service Area 12 on their CITY water utility bill, in the same

amount, derived in the same manner, and using the same method as CITY residents for sewer service.

d. CITY shall accept septic tank pumpage from septic tanks located in County Service Area 12. CITY acceptance of such pumpage shall be through a privately owned and operated liquid disposal facility that possesses current CITY industrial waste program permits. County Service Area 12 properties utilizing this septic tank disposal process shall pay all applicable costs and/or service fees directly or indirectly to the privately owned liquid disposal facility operator for such pumpage. Should CITY accept such pumpage directly from property owners within County Service Area 12 in the future, County Service Area 12 properties utilizing this septic tank disposal process shall pay all applicable costs and/or service fees directly or indirectly to the CITY for such pumpage.

5. MAINTENANCE:

a. CITY and COUNTY shall each be responsible for maintenance as may be required to their respective systems. CITY and COUNTY shall be responsible for all costs associated with each agency's respective sewer systems as defined in Paragraph 3 COUNTY RESPONSIBILITIES and Paragraph 4 CITY RESPONSIBILITIES above.

b. Neither CITY nor COUNTY shall be responsible for damage resulting to the other agency's sewer system from occurrences beyond reasonable control, including but not limited to earthquakes, fires, floods, vehicle accidents, vandalism, sabotage and strikes.

6. METERING:

a. CITY may require COUNTY to perform flow metering studies, as may be reasonable, to comply with applicable regulatory agency requirements related to inflow/infiltration (I/I) volumes potentially generated within the County Service Area 12 sewer system.

- b. If so required, COUNTY shall complete necessary flow metering studies within 12 months, or other timeframe required by CITY, in order to reasonably comply with an applicable regulatory requirement to conduct said study.
- c. COUNTY shall perform applicable flow metering study field monitoring activities during wet weather periods so as to gain accurate assessment of County Service Area 12 sewer system total flow volumes during large rainfall events.
- d. COUNTY shall include in its flow metering study appropriate flow-metered measurement of any sewer discharging waste from all County Service Area 12 connections to the CITY sewer pipeline system.
- e. COUNTY shall provide CITY with final copy of any required flow metering study report within 14 months of CITY requirement to conduct said study.
- f. COUNTY shall bear all costs associated with the requirements of this Paragraph 6.

7. PURCHASE OF RIGHT TO USE TREATMENT PLANT:

Any future sewer connections (excepting parcels referenced in Exhibit B) shall pay the appropriate CITY and COUNTY buy-in connection fees applicable at the time the connection is made and prior to occupancy for any new structure or prior to building permit issuance for any septic to sewer conversion. New sewer connections are authorized for existing development on septic or existing undeveloped lots as may be described in the applicable Community Plan.

8. RIGHT TO USE CITY'S TRUNK SEWERS: COUNTY shall have the right to use CITY's trunk sewer system and to connect thereto at locations approved by CITY for conveyance of wastewater flows from County Service Area 12 to the CITY's treatment plant.



9. ACCEPTABLE WASTEWATER: The quality, strength and character of wastewater which CITY receives at CITY's treatment plant from County Service Area 12 shall comply with the following:
- a. COUNTY shall enact and enforce ordinances, resolutions, rules and regulations upon all persons using the County Service Area 12 sewer system that comply with regulations no less stringent than the ordinances, resolutions, rules and regulations of CITY, now or hereinafter enacted, concerning the strength and character of wastes permitted to be discharged into the sewers, and shall prohibit said persons from discharging into the County Service Area 12 sewer system wastes which users of CITY's sewer facilities could not discharge. COUNTY agrees to not allow any septic tank discharge into the County Services Area 12 sewer system. COUNTY shall also comply with applicable statutes, rules and regulations of agencies of the United States of America and of the State of California having jurisdiction over the collection, treatment and disposal of sewage and wastes and in particular shall do those things necessary to comply with CITY's then current Waste Discharge Permit Program.
  - b. COUNTY shall use its best efforts to prevent any surface or storm water, excessive infiltration, cooling water or industrial waste to be discharged into the County Service Area 12 sewer system.
  - c. COUNTY shall implement and maintain a food service establishment fats, oils and grease (FOG) inspection and management program to the extent required by law for any applicable food service establishment facilities operating in the County Service Area 12 sewer system.
  - d. COUNTY shall implement and maintain a Sewer System Management Plan (SSMP) for the County Service Area 12 sewer system as required by applicable California State Water Resources Control Board's *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* and/or other applicable regulatory requirements. CITY has no requirement to provide any support activities for operation, maintenance,

or emergency response activities associated with the County Service Area 12 SSMP. COUNTY has no requirement to provide any support activities for operation, maintenance, or emergency response activities associated with the CITY's SSMP.

10. COMMENCEMENT OF CHARGES:

The billing of sewer rates described in Paragraphs 3b and 4b above shall begin upon approval by COUNTY and CITY but no sooner than fiscal year 2015/2016 for COUNTY charges or after the first complete billing cycle in July 2015 for CITY charges.

11. TERM: This Agreement shall continue in effect until rescinded or terminated as provided herein. Either CITY or COUNTY may terminate this Agreement if there is no longer a need for this Agreement in order to provide sanitary sewage disposal service to all or any portion of County Service Area 12. Prior to any termination of this Agreement, the party electing to terminate shall give the other party at least three (3) years written notice of such termination.

12. ASSIGNMENT:

Neither party to this Agreement may assign or transfer any interest or right arising out of or under this Agreement without the prior written consent of the other party. Provided, however, that nothing herein shall prevent assignment of any rights, benefits or interest in this Agreement to any public entity or special district, acceptable to CITY, created or organized for the specific purpose of assuming representation and management responsibilities of providing sewage service for County Service Area 12 or any portion thereof, provided the provisions of this agreement are unchanged, or that any changes are acceptable to CITY or COUNTY.

13. SERVICE INTERRUPTIONS:

Neither party herein shall be liable for failure to comply with any term or condition of this Agreement due to flood, fire, earthquake or other similar disasters beyond the control of the party, provided that due diligence is exercised to repair or replace facilities damaged by the party or parties responsible for maintenance and repair of such facilities. Neither party shall have any liability to the other party for necessary interruptions of either water supply or sewer service caused by repairs, replacements, renewals or relocation of facilities, or caused by accidental or intentional damage to any part of either system.

14. RIGHTS OF ENTRY, LICENSES AND EASEMENTS TO IMPLEMENT THIS AGREEMENT:

Each party shall grant to the other any necessary rights of entry required to inspect, study, or do work on property owned by the other if needed to support emergency construction work or necessary field activity work associated with the wastewater collection system of either agency or as necessary for either party to fulfill obligations of this agreement.

15. SUCCESSORS:

The obligations and duties of this Agreement shall be binding upon, and the benefits of this Agreement shall pass to any and all successors in interest in whole or in part or assigns of the parties hereto.

16. CITY CHARTER REQUIREMENT:

Pursuant to Section 521 of the City Charter, this Agreement shall not be binding on CITY unless and until approved by City Ordinance.

17. DISPOSITION OF PROPERTY: Upon termination of this Agreement, unless otherwise defined, all property acquired hereunder which is within

the city limits of CITY shall belong to CITY and all other property acquired hereunder shall belong to COUNTY.

18. SEVERABILITY:

CITY and COUNTY hereby agree that it is their intention that the words, phrases, clauses, sentences and provisions of this Agreement are severable, and if any word, phrase, clause, sentence or provision of this Agreement shall be declared unconstitutional or otherwise invalid by final judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining words, phrases, clauses, sentences or provisions of this Agreement, and the obligations contained herein which have not been declared unconstitutional or invalid shall continue to be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA  
State of California

CITY OF SANTA BARBARA  
a Municipal Corporation

By: \_\_\_\_\_  
Janet Wolf, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Helene Schneider, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

ATTEST:  
GWENDOLYN PEIRCE  
CITY CLERK

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

RECOMMENDED FOR APPROVAL:  
PUBLIC WORKS DEPARTMENT  
SCOTT D. MCGOLPIN

RECOMMENDED FOR APPROVAL:  
PUBLIC WORKS DEPARTMENT  
REBECCA BJORK

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Public Works Director

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ARIEL CALONNE  
CITY ATTORNEY

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Assistant City Attorney

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

APPROVED AS TO ACCOUNTING FORM:  
ROBERT SAMARIO  
FINANCE DIRECTOR

By: \_\_\_\_\_

By: \_\_\_\_\_