

**RECIPROCAL AGREEMENT BETWEEN**  
**THE CITY OF LANCASTER AND**  
**THE COUNTY OF LOS ANGELES**  
**FOR JOINT USE OF SANITARY SEWER SYSTEM**

This Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Lancaster, a municipal corporation located in the State of California ("City") and the Board of Supervisors of the County of Los Angeles, State of California ("County"), acting as the governing body of the Consolidated Sewer Maintenance District of Los Angeles County ("Maintenance District").

W I T N E S S E T H

WHEREAS, sanitary sewage in the Antelope Valley is discharged and conveyed to water reclamation plants for treatment in the local area through a series of collection system pipelines and trunk sewers owned and operated by multiple public agencies; and

WHEREAS, Waste Discharge Requirements of the State Water Resources Control Board Order No. 2006-0003-DWQ ("WDR") imposes new requirements on the City and the Maintenance District for the proper management and operation of collection systems including the requirement that the agencies that share capacities in sanitary sewer pipelines assure that adequate capacity exists for all discharges and that each agency creates a plan of communication with systems that are tributary and/or satellite to any sanitary sewer system; and

WHEREAS, prior to July 1, 2008, operation and maintenance of the sanitary sewage collection system pipelines was handled entirely by the Maintenance District and the maintenance of the trunk sewers was performed by the Los Angeles County Sanitation Districts of Los Angeles County ("Sanitation Districts"), an agency separate from the Maintenance District; and

WHEREAS, at the City's request, on December 21, 2006, the Los Angeles County Board of Supervisor approved to have the incorporated City territory be excluded from the Maintenance District, as of July 1, 2008.

WHEREAS, the Lancaster City Council has directed that the collection system pipelines within the corporate boundaries of Lancaster after July 1, 2008, be operated and maintained by the City with the Sanitation Districts continuing to operate and maintain the trunk lines; and

WHEREAS, the Maintenance District administers, operates, and maintains a sewage system (the "County Sewage System") for the conveyance of sewage generated within the unincorporated territory of the County and from certain sewer lines owned and operated by the City within the City (the "City Lines") in and around Lancaster; and

WHEREAS, the City administers, operates, and maintains a sewage system (the "City Sewage System") for the conveyance of sewage generated within its territorial boundaries and from certain sewer lines owned and operated by the Maintenance District outside the City (the "County Lines"); and

WHEREAS, the County Sewage System has the size and capacity to handle the sewage disposal needs of the Maintenance District as well as to continue disposal of the sewage previously generated from the City Lines; and

WHEREAS, the City Sewage System has the size and capacity to handle the sewage disposal needs of the Maintenance District as well as disposal of the sewage previously generated from the County Lines; and

WHEREAS, the current excess capacity of the County Sewage System to handle disposal of sewage over and above the current needs of the Maintenance District may be used for the conveyance of sewage originating from the City Lines without interfering with its use by the Maintenance District; and

WHEREAS, the current excess capacity of the City Sewage System to handle disposal of sewage over and above the current needs of the City may be used for the conveyance of sewage originating from the County Lines without interfering with its use by the City; and

WHEREAS, it will be of mutual benefit to each of the parties to this Agreement to provide for the discharge of sewage from the other party's boundaries through the existing sewage system (Exhibit A) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City, County, and Maintenance District hereunder and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. That City may discharge sewage from the City Properties through the County Sewage System.
- b. To be responsible for the maintenance of the said County sewer lines within County's territorial boundaries.

- c. To be responsible for the costs of operation and maintenance of the said County sewer lines within County's territorial boundaries including all future renewal and replacement costs.
- d. That it will assure that currently utilized capacity of the City are included in the design and development planning of existing and future operated and maintained Sewage Systems of Maintenance District.

(2) CITY AGREES:

- a. That County may discharge sewage from the County Properties through the City Sewage System.
- b. To be responsible for the maintenance of the said City sewer lines within the incorporated boundaries of the City.
- c. To be responsible for the costs of operation and maintenance of the said City sewer lines including all future renewal and replacement costs.
- d. That it will assure that currently utilized capacity of the Maintenance District are included in the design and development planning of existing and future operated and maintained City Sewage Systems.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That under the terms of this Agreement neither party to this Agreement shall acquire any right, title, or interest in the Sewage System of the other party other than the right to convey sewage therein, in accordance with the terms and conditions of this Agreement and during the continuance thereof.
- b. That this Agreement shall take effect as of the date of execution of all parties to this Agreement.
- c. The City shall indemnify, hold harmless, and defend County and Maintenance District, and its respective elected and appointed officers, agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the City's negligence or willful misconduct relating to the obligations arising from this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valves required by law.

- d. The County and Maintenance District shall indemnify, hold harmless, and defend City, and their respective elected and appointed officers, agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the County's or Maintenance District's negligence or willful misconduct relating to the obligations arising from or relating to this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valves required by law.
- e. This agreement contains the full and complete agreement and understanding of the Parties regarding the subject matters herein and shall supersede all oral or written agreements or communications between the parties on said matters; The Parties acknowledge that certain Assumption of Liability Agreement between the City and the County dated December 27, 1977, does not apply to the matters in this Agreement.
- f. Each Party shall be responsible for its own costs of operation and maintenance of its Sewage System and shall not expect reimbursement from the other agency, including maintenance costs associated with this Agreement.
- g. The parties agree that this Agreement shall continue in effect until terminated: (i) by the express, written mutual agreement of both parties; or (ii) for any material breach of this Agreement by either of the parties; or (iii) automatically upon annexation of all areas covered by this Agreement on which County lines are located and which are located within the Sphere of Influence of the City into the corporate limits of the City of Lancaster.
- h. Each party agrees to reasonably assist the other as requested in the event of emergencies and/or sanitary sewer overflows.
- i. Each party agrees to communicate with the other on a regular basis regarding the continued use and operation of the satellite sewer systems in full compliance of the Waste Discharge requirement of the WDR.
- j. Each party will consult with the other regarding future or new capacity needs. To the extent allowed by law, each party will require all new development, including, without limitation, via conditions in land use approvals, to provide adequate capacity and infrastructure within the other party's Sewage System.
- k. For purpose of this Agreement, the term "Sewage System" shall mean the facilities used to collect and convey sewage, including, pipelines, pump stations, and related appurtenances.

IN WITNESS WHEREOF, the Board of Supervisors of Los Angeles County caused this Agreement to be executed by its chairman and attested to by its Clerk and the City Council of the City of Lancaster caused this Agreement to be executed by its City Mayor and attested to by its Clerk all as of the day and year first hereinabove written.

CITY OF LANCASTER

COUNY OF LOS ANGELES

Approved by Department Head:

\_\_\_\_\_  
Robert C. Neal, Director of Public Works

\_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Mark V. Bozigian, City Manager

\_\_\_\_\_  
Date

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Sachi A. Hamai, Executive  
Officer, Clerk of the Board of Supervisors

\_\_\_\_\_  
Geri K. Bryan, CMC, City Clerk

APPROVE AS TO FORM:  
Andrea S. Ordin  
County Counsel

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

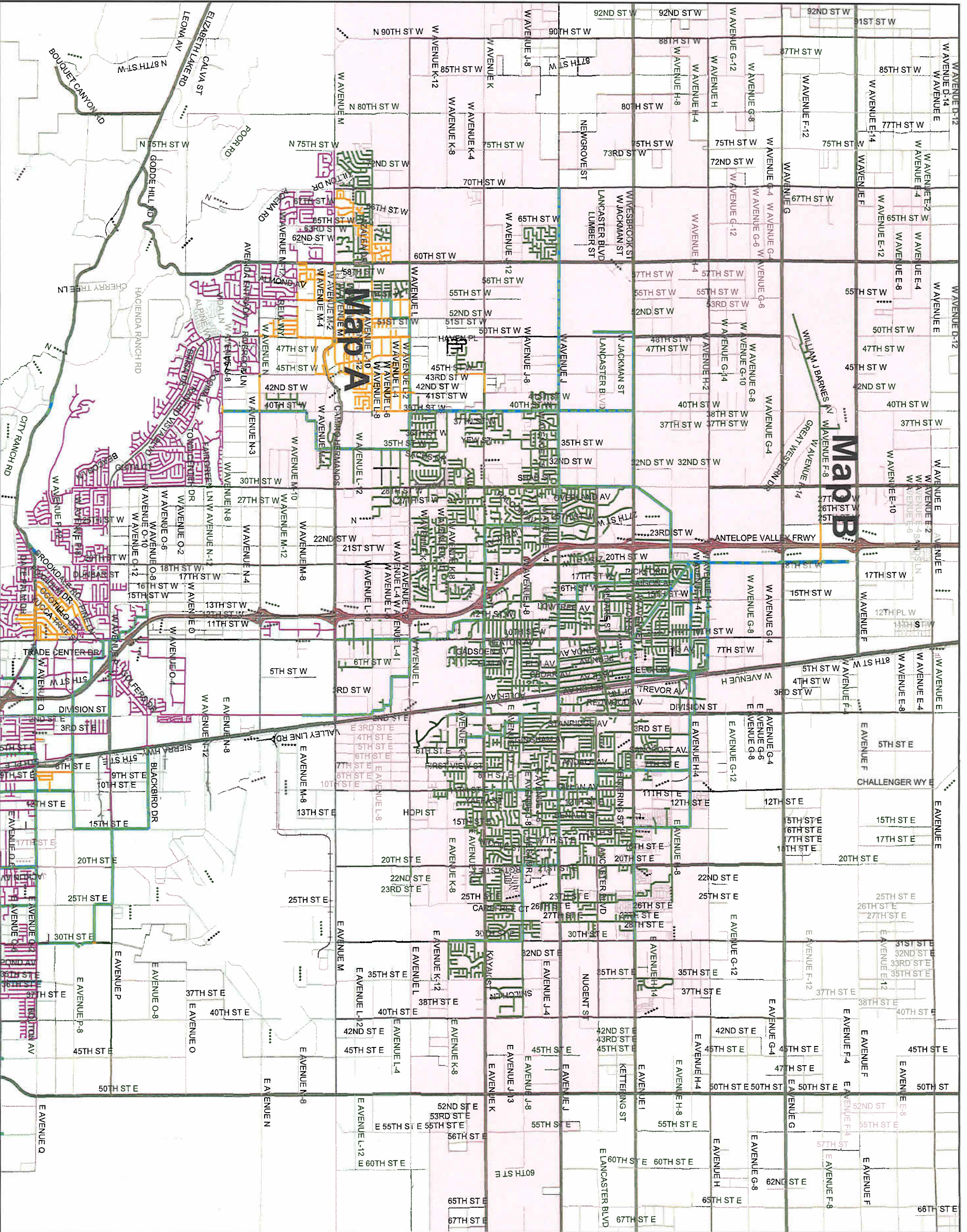
By: \_\_\_\_\_  
Deputy

# EXHIBIT "A"

## City of Lancaster Sewer Locations Key Map



- Legend**
- Local Sewer Lines
    - Unincorporated County of Los Angeles
    - City of Palmdale
    - City of Lancaster
    - Trunk Sewerlines
  - Cities
    - Unincorporated County of Los Angeles
    - City of Lancaster
    - City of Palmdale

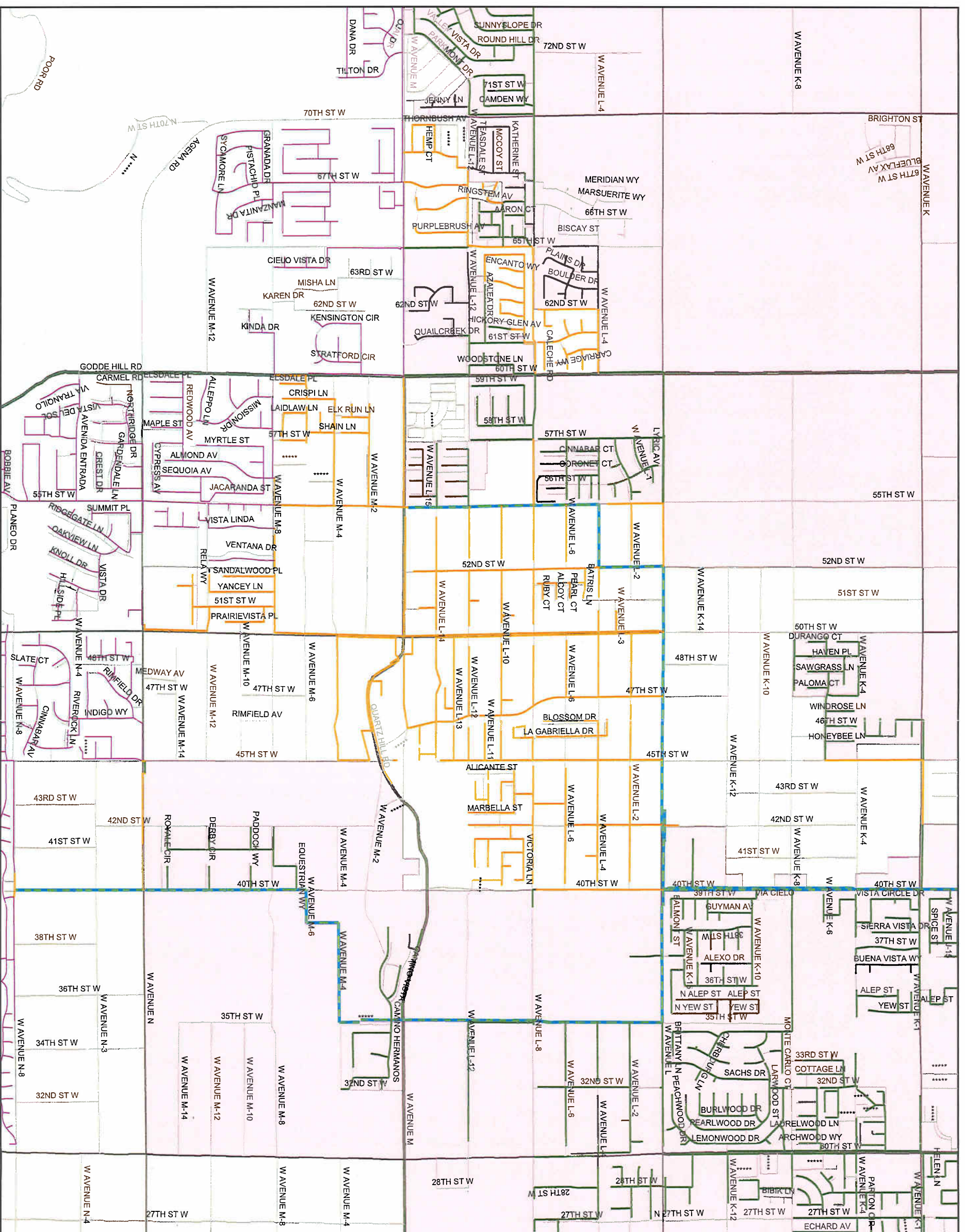


# City of Lancaster Sewer Locations Map A



## Legend

- Local Sewer Lines
- Unincorporated County of Los Angeles
- City of Palmdale
- City of Lancaster
- Trunk Sewerlines
- Cities
- Unincorporated County of Los Angeles
- City of Lancaster
- City of Palmdale



# City of Lancaster Sewer Locations Map B



## Legend

### Local Sewer Lines

- Unincorporated County of Los Angeles
- City of Palmdale
- City of Lancaster
- Trunk Sewerlines

### Cities

- Unincorporated County of Los Angeles
- City of Lancaster
- City of Palmdale

