

AGREEMENT AMENDING THE AGREEMENT CREATING  
THE SEWER AUTHORITY MID-COASTSIDE

THIS AGREEMENT, dated July 2, 1979, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Montara Sanitary District, hereinafter referred to as "Montara", and the Granada Sanitary District, hereinafter referred to as "Granada";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Montara, and Granada have, on February 3, 1976, entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", and said parties have, by Agreement dated June 21, 1976, amended said Agreement; and

WHEREAS, said parties desire hereby to further amend said Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree to further amend said Agreement of February 3, 1976, as follows:

1. Article IV is hereby renamed "Planning and Present Project".
2. Article IV, Section (B) is hereby amended to read:

"(B) Present Project. The Present Project shall be a secondary wastewater treatment and disposal system, divided into four components, to service the combined needs of the member agencies to the year 2000.

(1) Phase I

(a) Components. Phase I of the system is composed of the following three components, with capacity rights, construction costs, and operation and maintenance expenses being shared as specified below, until otherwise determined pursuant to Section (4) hereafter:

(i) An intertie pipeline and attendant pumping facilities, connecting the Montara and Granada systems to a new ocean outfall, shared equally between Montara and Granada;

(ii) An ocean outfall pipeline and attendant pumping facilities, discharging the combined treated effluents from the three member agencies' treatment systems into the ocean adjacent to the existing but presently inoperative Half Moon Bay outfall line, shared one-half ( $\frac{1}{2}$ ) by Half Moon Bay, one-quarter ( $\frac{1}{4}$ ) by Montara and one-quarter ( $\frac{1}{4}$ ) by Granada.

(iii) A reclamation pipeline and attendant pumping facilities, to carry secondarily treated effluent from the treatment plant at the Half Moon Bay site south to the golf course and adjacent agricultural and floricultural lands, and being solely assigned to Half Moon Bay.

(b) Possible Modification of Intertie Pipeline Component. To ensure the accomplishment of the objective of the Present Project, it is the intent of the Authority to seek to increase the gravity sections of the intertie pipeline one pipe size diameter (3 inches) from the existing design, and in pursuit of

same, the Authority shall immediately process an application with the California Coastal Commission, Central Coast Regional Commission, for amendment of Coastal Development Permit No. P-79-93. Any modification of said component, pursuant to the cost-effectiveness study mentioned hereinafter or otherwise, shall be accomplished subject to the approval of the State Water Resources Control Board.

(c) Estimated Construction Costs. The estimated construction costs of Phase I components of the Present Project, including administrative, legal, engineering, and contingency expenditures, are: for the intertie pipeline and attendant pumping facilities, \$3,000,000.00; for the ocean outfall and attendant pumping facilities, \$3,600,000.00; and for the reclamation pipeline and attendant pumping facilities, \$600,000.00.

(d) Implementation of Phase I of Present Project.

(i) Authorization to Construct. This Amendment to the Agreement constitutes approval for Phase I of the Present Project and of the budget therefor. The member agencies hereby authorize the Authority to immediately pursue and complete all planning and design efforts, including all requirements of State and Federal law, and to promptly commence construction and to accept State and Federal Grant Agreements therefor.

(ii) Construction Schedule. Construction of Phase I of the Present Project shall proceed on the time schedule as set forth in the Santa Clara County Superior Court's preliminary injunction in Case No. 424949, or as said injunction may be amended or modified.

(iii) Utilization, Operation and Maintenance. Each member agency hereby agrees to utilize the Phase I components as said components are completed and available for use, and to ensure the proper operation and maintenance of same in accordance with the requirements of the Regional Water Quality Control Board for the useful life thereof. Pursuant to Article VII of this Agreement, it is hereby determined that the Authority shall have the ultimate responsibility for the maintenance and operation of the Facilities constructed as a part of the Present Project, either with its own personnel or pursuant to contract therefor.

As to any component of the Project not utilized by all member agencies, the member agency or agencies utilizing said component shall have the initial right and responsibility for maintenance and operation of said component.

Service charges shall be established consistent with the Clean Water Grant Program by the Authority or by the member agencies.

It is further hereby agreed that decisions of the Authority with respect to operations and maintenance of Phase I components including the budgets therefor, shall be made based on six affirmative votes, or failing that, five

affirmative votes including no less than one vote from each member agency. A member agency shall be entitled to vote only with respect to the operation and maintenance of a facility utilized by said agency.

(2) Phase II

(a) Alternate Treatment Facilities. Phase II of the Present Project will be composed of the fourth component of the system, being treatment facilities as envisioned in one of the following two alternatives:

(i) Single Plant. One single secondary activated sludge treatment plant located at the site of the existing Half Moon Bay treatment plant facilities, and designed to treat the combined flows from the individual collection systems of the member agencies.

(ii) Multiple Plants. Three separate treatment plants as follows:

Half Moon Bay. An upgraded treatment plant located at the site of the present plant.

Montara. An upgraded treatment plant located at the site of the present plant.

Granada. A new treatment plant located in the vicinity of the present plant and pumping facilities.

(b) Determination of Phase II Treatment Facilities. The determination of the Phase II treatment facilities and their capacity, together with the allocation of said capacity and all construction costs and operation and maintenance expenses pertaining thereto, shall be made within the time schedule established in the aforementioned preliminary injunction, or as said injunction may be amended or modified, and after consideration of the following:

(i) A cost-effectiveness study, prepared in accordance with applicable State and Federal regulations governing grant funding for the construction of water pollution control facilities; and

(ii) The Land Use Plan portions of the Local Coastal Programs applicable to the respective member agencies and an analysis of the member agencies' respective sewer service needs pertinent thereto, in relation to the objective of the Present Project.

(c) Implementation of Phase II of Present Project. This Amendment to the Agreement constitutes approval and authorization for the further planning, designing and the construction of Phase II of the Present Project.

(3) Funding.

Only those components, referred to above, which are fundable under the Clean Water Grant Program, shall be constructed by the Authority.

(4) Allocation and Reallocation of Rights, Costs and Expenses.

In the event the member agencies choose to construct a single consolidated treatment plant facility, capacity rights and construction costs pertaining thereto shall be allocated in proportion to the member agencies' respective service needs as determined by the Land Use Plan portions of the initial pertinent Local Coastal Programs adopted by the California Coastal Zone Conservation Commission; and capacity rights and construction costs previously allocated in the Phase I components shall be reallocated to be consistent with the treatment plant facility allocations, except that no member agency shall receive any capacity in, or ultimately be required to have paid any portion of, the cost of any Phase I component not utilized by that member agency. The total expenses of operation and maintenance of all of the components of the Present Project shall be shared in a manner based on flows into the single consolidated treatment plant facility.

In the event the member agencies choose to construct separate treatment plant facilities, reallocation of capacity rights and construction costs shall occur as immediately above, except that: (i) no member agency shall be allocated less capacity in any Phase I component than the amount of capacity necessary to accommodate the present design capacity of said agency's treatment facility; (ii) no member agency shall be required to pay more than the proportionate share of its capacity in said component; and (iii) no reallocation shall occur with respect to the reclamation component. The expenses of operation and maintenance of the various components of the Present Project under the separate treatment plant concept shall be borne solely by those member agencies using said components and shall be shared in a manner based on flows into the components.

(5) Goal of the Authority.

In the event the single treatment plant concept is selected as the fourth component under Phase II, it is the intent of the Authority to further consolidate sewer functions within the service areas of the three member agencies, and to establish a uniform system of sewer service charges, levied throughout the entire jurisdiction of the Authority, with which to pay expenses of operations and maintenance.

(6) Credit for Existing Usable Facilities.

It is the intent of the member agencies to integrate existing facilities to the extent possible into all components of the Present Project. Credit shall be given any member agency for any of said agency's facilities so integrated. The credit is to be the lesser of the member agency's actual local cost, or replacement cost, less straight-line depreciation. For purposes hereof, replacement cost

means the total replacement cost as distinguished from the total replacement cost less any grant which may be available therefor. Such credit shall be added to the total local share cost of the applicable component into which the existing facilities are integrated, before allocation of local share component costs is made to respective member agencies.

(7) Completion of Present Project.

The member agencies agree to complete the Present Project no later than July 1, 1983, in accordance with the requirements of the Clean Water Grant Program, in a manner that meets the stated objectives of the Present Project, and in a manner that makes maximum utilization of the immediately available funding opportunities under the Program.

(8) Member Agencies' Responsibilities.

Each member agency hereby guarantees its aliquot share of performance under this Agreement, including reimbursement to EPA and the State Water Resources Control Board, as provided by and to the extent set forth in State and Federal statutes and regulations."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

CITY OF HALF MOON BAY

Attest:

By *[Signature]*  
Mayor

By *[Signature]*  
City Clerk

THE MONTARA SANITARY DISTRICT

Countersign:

By *[Signature]*  
President - *pro tem*

By *[Signature]*  
Secretary

THE GRANADA SANITARY DISTRICT

Countersign:

By *[Signature]*  
President

By *[Signature]*  
Secretary