

AGREEMENT
 AMENDING AN AGREEMENT CREATING
 THE SEWER AUTHORITY MID-COASTSIDE

THIS AGREEMENT, dated JUNE 21, 1976, 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 heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976; and

WHEREAS, said parties desire hereby to amend said Agreement;

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

1. Article II, Section (D) is hereby amended to read as follows:

"(D) Boundaries. The boundary of the Authority shall be the consolidated boundaries of the member agencies. In conjunction with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system (Plan F), being the project authorized to be undertaken by this Authority, the service area boundaries are defined as the current corporate City limits of the City and all lands within the Districts

not zoned RM (Resource Management). Said boundaries shall be set forth and depicted on Exhibit "A" as amended or supplemented from time to time, attached hereto and by this reference made a part hereof. In the event of withdrawal from this Agreement by a member agency, the boundaries shall be revised to exclude the area under sole jurisdiction of said withdrawing member agency."

2. Article IV, Section (B) is hereby amended to read as follows:

"(B) Present Project. The member agencies agree that the initial project to be commenced by the Authority shall be the fully consolidated San Mateo County mid-coastside wastewater treatment and disposal system as envisioned in Plan F of the Supplemental Project Report-Phase I/Final Project Report submitted to the State on August 13, 1975."

3. Article VIII, Section (A) is hereby amended to read as follows:

"(A) Project Facilities. All facilities constructed by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement. Capacity rights in respect to project facilities shall be held for the benefit of the participating member agencies in proportion to each member agency's agreed percentage of capacity rights in such project facility. It is the intent of the foregoing provision that the Authority shall not acquire any unallocated capacity rights in any facility for disposal or use, except for the benefit of the participating member agencies in proportion to their percentage of capacity rights in said facility. Capacity rights may not be reallocated, sold, leased, assigned, or in any way transferred, whether voluntarily, or pursuant to litigation and/or administrative proceedings initiated by, in concert with, with the consent of, or on behalf of the member agency or agencies seeking any such transfers, unless the member agency or agencies,

whose capacity rights may be so diminished thereby, shall give written consent to such transfer. In conjunction with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system (Plan F), being the project authorized to be undertaken by this Authority, .3 mgd treatment plant capacity shall be reserved, for the first ten years of the twenty-year design of said project, for recreational flows. In addition to flows from public recreational facilities such as parks, beaches, marinas, and marine reserves, the term 'recreational' includes recreationally related commercial facilities such as restaurants, motels, golf courses, and stables. Said recreational capacity shall be allocated to the member agencies as they may determine."

4. Article X, Section (D) is hereby amended to read as follows:

"(D) Amendments. Exhibit "A" hereto shall be amended or supplemented upon a member agency filing with the Authority a certified copy of the member agency's resolution ordering a change of its boundary or service area boundary or resolution determining to withdraw from the Authority. The other provisions of this Agreement may be amended only by the consent of all member agencies."

5. Exhibit "A" is hereby amended to read as Exhibit "A" hereto attached and by this reference made a part hereof.

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

By *A. J. Adams*
Mayor

Attest:

By *Barbara D. Driscoll*
Deputy City Clerk

(Seal)

MONTARA SANITARY DISTRICT

By *L. Paul Lopez*
President

Attest:

By *John H. Withrow*
Secretary

(Seal)

GRANADA SANITARY DISTRICT

By *William J. Lawley*
President


Attest:

By *[Signature]*
Secretary

(Seal)

EXHIBIT A

 SERVICE AREA

 SEWER DISTRICTS
and
CITY LIMITS



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 *G.P. O'Leary*
Mayor

By *Alpha R. Quest*
City Clerk

THE MONTARA SANITARY DISTRICT

Countersign:

By *Susan Muth Shapiro*
President - pro tem

By *Pat Vagaboni*
Secretary

THE GRANADA SANITARY DISTRICT

Countersign:

By *Nicholas Damer*
President

By *Viola Schuetrum*
Secretary

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(THIRD AMENDMENT)

THIS AGREEMENT, dated May 9, 1984, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976;

WHEREAS, the parties have heretofore twice amended said Agreement; and

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

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

1. Article V, Section (F) is hereby amended to read as follows:

"(F) Payments of Amount Due; Interest; Surplus. Amounts required to be paid by any member agency shall be due and payable thirty-five (35) days from the date of billing by the Authority. If such amount is not paid in full by the due date, interest will be added from that date at the rate charged by the bank where the Authority maintains its principal account, based on such rate in effect on the first day of the month for which the computation is made on a 30-day \$100,000 certificate of deposit. Interest shall not be compounded.

After completion of the purpose for which funds were provided to the Authority by a member agency, any surplus money shall be returned to that member agency in proportion to the funds (excluding interest) so provided."

2. The Secretary of the Authority shall file with the Secretary of State a notice in accordance with Government Code Section 6503.5, and shall file notices, as appropriate, in accordance with Government Code Section 53051.

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

MONTARA SANITARY DISTRICT

By *Michael A. Mello Sr.*
Mayor

By *Juan A. Hernandez*
President

Attest:

Attest:

By *Stephena R. Quest*
City Clerk

By *Stanley Smith*
Secretary

(seal)

(seal)

GRANADA SANITARY DISTRICT

By *U. Moulton*
President

Attest:

By *Vida Schuetz*
Secretary (Acting)

(seal)

WMAM:JLC:vae 05/04/84
9-9

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(FOURTH AMENDMENT)

THIS AGREEMENT, dated NOVEMBER 17, 1986, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976;

WHEREAS, the parties have heretofore three times amended said Agreement; and

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

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

1. Article III, Section (I), Subsection (2) is hereby amended to read as follows:

"(2) Treasurer. The Authority shall appoint one of its officers to be the depository and have custody of all the money of the Authority from whatever source.

The treasurer so designated shall:

(a) Receive and receipt for all money of the Authority and place it in the treasury of the treasurer to the credit of the Authority.

(b) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him.

(c) Pay, when due, out of money of the Authority so held by him, all sums payable on outstanding bonds and coupons of the Authority.

(d) Pay any other sums due from the Authority from Authority money, or any portion thereof, only upon checks drawn against the Authority, duly authorized by the Board and executed by two directors or by one director and the manager.

(e) Verify and report in writing on the first day of July, October, January and April of each year, to the Authority, and to each of the member agencies, the amount of money he holds for the Authority, the amount of receipts since his last report, and the amount paid out since his last report.

(f) Perform other services as directed by the Board."

2. The Secretary of the Authority shall file with the Secretary of State a notice in accordance with Government Code Section 6503.5, and shall file notices, as appropriate, in accordance with Government Code Section 53051.

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

MONTARA SANITARY DISTRICT

By Brian Beer
Brian Beer, Mayor

By [Signature]
President

Attest:

Attest:

By Ralphena R. Guest
City Clerk
Ralphena R. Guest

By [Signature]
Secretary

(SEAL)

(SEAL)

GRANADA SANITARY DISTRICT

By Wilbur E. Moulton
President

Attest:

By Bonnie A. Maybury Okonok
Secretary

(SEAL)

JLC:cjw 10/10/86
9-9

RAM FILE
25 Nov 1989

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(FIFTH AMENDMENT)

THIS AGREEMENT, dated May 22, 1989, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976, the Sewer Authority Mid-Coastside being herein referred to as the "Authority";

WHEREAS, the parties have heretofore four times amended said Agreement; and

WHEREAS, as a condition to Federal and State partial funding of the wastewater interceptor, treatment and disposal facilities heretofore constructed by the Authority, and now operated and maintained by the Authority, it is necessary that uniform wastewater treatment standards and regulations be established throughout the jurisdictions of the member agencies; and

WHEREAS, the member agencies desire to amend said Agreement in order to empower the Authority to adopt uniform regulations establishing the aforesaid standards and regulations, and to enable the Authority to implement and enforce said standards and regulations throughout the jurisdictions of the member agencies;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree to, and they do, hereby, amend said Agreement as follows:

1. Article II, Section C of the Agreement is hereby amended by the addition of a subsection (12) thereto, said subsection to read as follows:

"(12) to adopt regulations establishing uniform wastewater treatment standards and regulations throughout the jurisdictions of the member agencies in order to enable the Authority to comply with its NPDES permit and the federal and state regulations applicable to facilities

constructed under the Clean Water Grant Program; when authorized by a member agency, implement, and enforce through civil or criminal means, such standards and regulations on behalf of said authorizing member agency; and, on its own behalf, implement, and enforce through civil or criminal means, such standards and regulations."

2. Article IV, Section B of the Agreement is hereby amended by the addition of a subsection (9) thereto, said subsection to read as follows:

"(9) Wastewater Treatment Standards and Regulations

Each member agency hereby agrees to adopt wastewater treatment standards and regulations consistent with wastewater treatment standards and regulations adopted by the Authority.

Such standards and regulations shall include provisions related to industrial waste in which there shall be established criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly into the Authority's facilities.

The industrial waste standards and regulations shall authorize the issuance of industrial waste discharge permits thereunder and provide that such permits will be issued by the Authority, shall authorize field inspectors or other employees of the Authority to act as enforcement agents of the member agency with the power to inspect and issue notices for violations of the standards and regulations, and shall confer upon, and empower the Authority to seek civil injunctive relief or criminal prosecution, or both, for noncompliance with, or violation of, such standards and regulations by any discharger."

3. The Secretary of the Authority shall file with the Secretary of State a notice of this amendment to the Agreement in accordance with Government Code Section 6503.5.

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

By Naomi Patridge
Mayor
Naomi Patridge

Attest:

By Ralphena R. Guest
City Clerk
Ralphena R. Guest

(Page 3 of 3, 5th Amend. to S.A.M. JPA)

MONTARA SANITARY DISTRICT

By [Signature]
President

Attest:

By [Signature]
Secretary

(Seal)

GRANADA SANITARY DISTRICT

By [Signature]
Vice-President

Attest:

By Bonnie A. Mayberry [Signature]
Secretary

(Seal)

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(THIRD AMENDMENT)

THIS AGREEMENT, dated May 9, 1984, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976;

WHEREAS, the parties have heretofore twice amended said Agreement; and

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

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

1. Article V, Section (F) is hereby amended to read as follows:

"(F) Payments of Amount Due; Interest; Surplus. Amounts required to be paid by any member agency shall be due and payable thirty-five (35) days from the date of billing by the Authority. If such amount is not paid in full by the due date, interest will be added from that date at the rate charged by the bank where the Authority maintains its principal account, based on such rate in effect on the first day of the month for which the computation is made on a 30-day \$100,000 certificate of deposit. Interest shall not be compounded.

After completion of the purpose for which funds were provided to the Authority by a member agency, any surplus money shall be returned to that member agency in proportion to the funds (excluding interest) so provided."

2. The Secretary of the Authority shall file with the Secretary of State a notice in accordance with Government Code Section 6503.5, and shall file notices, as appropriate, in accordance with Government Code Section 53051.

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

MONTARA SANITARY DISTRICT

By *Michael J. Mello Sr.*
Mayor

By *Juan A. Hernandez*
President

Attest:

Attest:

By *Stephanie J. Quest*
City Clerk

By *Stanley Smith*
Secretary

(seal)

(seal)

GRANADA SANITARY DISTRICT

By *U. Moulton*
President

Attest:

By *Vida Schuetz*
Secretary (Acting)

(seal)

WMAM:JLC:vae 05/04/84
9-9

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(FOURTH AMENDMENT)

THIS AGREEMENT, dated NOVEMBER 17, 1986, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976;

WHEREAS, the parties have heretofore three times amended said Agreement; and

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

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

1. Article III, Section (I), Subsection (2) is hereby amended to read as follows:

"(2) Treasurer. The Authority shall appoint one of its officers to be the depository and have custody of all the money of the Authority from whatever source.

The treasurer so designated shall:

(a) Receive and receipt for all money of the Authority and place it in the treasury of the treasurer to the credit of the Authority.

(b) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him.

(c) Pay, when due, out of money of the Authority so held by him, all sums payable on outstanding bonds and coupons of the Authority.

(d) Pay any other sums due from the Authority from Authority money, or any portion thereof, only upon checks drawn against the Authority, duly authorized by the Board and executed by two directors or by one director and the manager.

(e) Verify and report in writing on the first day of July, October, January and April of each year, to the Authority, and to each of the member agencies, the amount of money he holds for the Authority, the amount of receipts since his last report, and the amount paid out since his last report.

(f) Perform other services as directed by the Board."

2. The Secretary of the Authority shall file with the Secretary of State a notice in accordance with Government Code Section 6503.5, and shall file notices, as appropriate, in accordance with Government Code Section 53051.

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

MONTARA SANITARY DISTRICT

By Brian Beer
Brian Beer, Mayor

By [Signature]
President

Attest:

Attest:

By Ralphena R. Guest
City Clerk
Ralphena R. Guest

By [Signature]
Secretary

(SEAL)

(SEAL)

GRANADA SANITARY DISTRICT

By Wilbur E. Moulton
President

Attest:

By Bonnie A. Maybury Okonok
Secretary

(SEAL)

JLC:cjw 10/10/86
9-9

RAM FILE
25 Nov 1989

AGREEMENT
AMENDING AN AGREEMENT CREATING
THE SEWER AUTHORITY MID-COASTSIDE

(FIFTH AMENDMENT)

THIS AGREEMENT, dated May 22, 1989, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Granada Sanitary District, hereinafter referred to as "Granada", and the Montara Sanitary District, hereinafter referred to as "Montara";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Granada, and Montara have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976, the Sewer Authority Mid-Coastside being herein referred to as the "Authority";

WHEREAS, the parties have heretofore four times amended said Agreement; and

WHEREAS, as a condition to Federal and State partial funding of the wastewater interceptor, treatment and disposal facilities heretofore constructed by the Authority, and now operated and maintained by the Authority, it is necessary that uniform wastewater treatment standards and regulations be established throughout the jurisdictions of the member agencies; and

WHEREAS, the member agencies desire to amend said Agreement in order to empower the Authority to adopt uniform regulations establishing the aforesaid standards and regulations, and to enable the Authority to implement and enforce said standards and regulations throughout the jurisdictions of the member agencies;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree to, and they do, hereby, amend said Agreement as follows:

1. Article II, Section C of the Agreement is hereby amended by the addition of a subsection (12) thereto, said subsection to read as follows:

"(12) to adopt regulations establishing uniform wastewater treatment standards and regulations throughout the jurisdictions of the member agencies in order to enable the Authority to comply with its NPDES permit and the federal and state regulations applicable to facilities

constructed under the Clean Water Grant Program; when authorized by a member agency, implement, and enforce through civil or criminal means, such standards and regulations on behalf of said authorizing member agency; and, on its own behalf, implement, and enforce through civil or criminal means, such standards and regulations."

2. Article IV, Section B of the Agreement is hereby amended by the addition of a subsection (9) thereto, said subsection to read as follows:

"(9) Wastewater Treatment Standards and Regulations

Each member agency hereby agrees to adopt wastewater treatment standards and regulations consistent with wastewater treatment standards and regulations adopted by the Authority.

Such standards and regulations shall include provisions related to industrial waste in which there shall be established criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly into the Authority's facilities.

The industrial waste standards and regulations shall authorize the issuance of industrial waste discharge permits thereunder and provide that such permits will be issued by the Authority, shall authorize field inspectors or other employees of the Authority to act as enforcement agents of the member agency with the power to inspect and issue notices for violations of the standards and regulations, and shall confer upon, and empower the Authority to seek civil injunctive relief or criminal prosecution, or both, for noncompliance with, or violation of, such standards and regulations by any discharger."

3. The Secretary of the Authority shall file with the Secretary of State a notice of this amendment to the Agreement in accordance with Government Code Section 6503.5.

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

By Naomi Patridge
Mayor
Naomi Patridge

Attest:

By Ralphena R. Guest
City Clerk
Ralphena R. Guest

(Page 3 of 3, 5th Amend. to S.A.M. JPA)

MONTARA SANITARY DISTRICT

By [Signature]
President

Attest:

By [Signature]
Secretary

(Seal)

GRANADA SANITARY DISTRICT

By [Signature]
Vice-President

Attest:

By Bonnie A. Mayberry [Signature]
Secretary

(Seal)