

SSMP
ELEMENT 3 - Legal Authority
APPENDIX 3.3a

Estero Agreement

AMENDMENT TO "JOINT POWERS AGREEMENT BETWEEN
CITY OF SAN MATEO AND THE ESTERO MUNICIPAL
IMPROVEMENT DISTRICT FOR CONSTRUCTION AND OPERATION
OF THE WASTEWATER TREATMENT PLANT"

THIS AMENDMENT is entered into this 5th day of SEPTEMBER,
2000, by and between the CITY OF SAN MATEO, hereinafter called "San Mateo",
and the ESTERO MUNICIPAL IMPROVEMENT DISTRICT, hereinafter called
"Estero".

RECITALS

WHEREAS, the parties have previously entered into a Joint Powers
Agreement dated July 17, 1989, and an amendment on January 17, 1990, and
now wish to amend said Agreement and amendment;

WHEREAS, the 2000 expansion will commence in 2000 and is anticipated
to be completed in approximately 2003;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO,
AS FOLLOWS:

1. Recitals. The last recital is deleted and the following two recitals are
added:

"WHEREAS, the parties expanded the JPA facilities in 1989-1992; and

WHEREAS, an expansion of the JPA facilities will begin in 2000 and is
expected to be completed in 2003;"

2. Section 1.10 "Purchased Capacity" is amended to add the following
paragraph:

"The purpose of 2000 Expansion is to increase the capacity of solids
stabilization and solids dewatering processes to 14.4 millions of gallons per
day (MGD). The purchased capacity for facilities that are modified or
constructed by virtue of the 2000 expansion are: San Mateo 75%, Estero
25%.

3. Section 1 "DEFINITIONS" is amended to add Subsection 1.12 "2000
Expansion of Joint Facilities" as follows:

"1.12 2000 Expansion of Joint Facilities"

The term "2000 Expansion of Joint Facilities" shall mean the work to
demolish, remove, replace, build, modify, and/or add-on to the joint
facilities for the replacement and expansion of the solids stabilization and

solids dewatering processes to provide treatment capacity of 14.4 MGD. The work shall include, but not be limited to, preliminary planning and testing to determine the feasibility and parameters of treatment works, engineering, environmental, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, or other necessary actions, construction, erection, roadway, environmental or other mitigation, land acquisition, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, including inspections or supervision of any of the foregoing items and all other work for possible unforeseen changed regulatory requirements and field conditions, project administration by San Mateo, project assistance and administration by Estero, legal, engineering and arbitration support for claim resolutions and lawsuits against third parties other than San Mateo and Estero.

The 2000 Expansion of Joint Facilities shall include the construction of a new 1.2 million gallon anaerobic digester, the new dewatering equipment, and other miscellaneous improvements associated with the new digester and dewatering equipment. The miscellaneous improvements include new sludge cake storage bin, new primary sludge degritting equipment, new thickened solids feed pumps, new digested solids feed pumps, new polymer batching and feed system, new solids holding/storage tank, removal of existing facilities in the Solids Building to accommodate the new equipment, modifications of the existing dissolved floatation thickeners and gravity thickeners.”

4. Section 2 “1989 Expansion of Joint Facilities” is amended to add the following recital after the title to the Section and before “2.1.”

“WHEREAS, the 1989 expansion is complete, this Section 2 is retained for history.

5. Sections 3-6, as well as their subsections, are renumbered to 4-7.

6. A new Section 3 “2000 Expansion of Joint Facilities” is added to read:

“SECTION 3

2000 EXPANSION OF JOINT FACILITIES

WHEREAS, the parties wish to provide Estero with rights to approve or reject contracts for the 2000 Expansion of Joint Facilities prior to commencement of construction; and

WHEREAS, the parties wish to provide San Mateo with the flexibility that is necessary after commencement of construction to address change

orders in construction/professionals contracts, with adequate input from Estero;

3.1 Lead Agency

San Mateo is designated as the Lead Agency for expansion of the joint facilities, and is designated as the party to administer this Amendment by and through its departments and officers.

3.2 Project Advisory Committee(PAC)

San Mateo and Estero shall appoint the respective Public Works Directors to form a Project Advisory Committee, hereinafter called "PAC", for the 2000 Expansion of Joint Facilities.

In the absence of San Mateo Public Works Director, San Mateo shall designate an alternate. In the absence of Estero Public Works Director, Estero shall designate an alternate.

3.3 Power and Duties of PAC

PAC shall have the following powers and duties relating to the 2000 Expansion of Joint Facilities:

- a. To recommend who to appoint as the Project Manager to oversee the day-to-day activities of the design and construction of the joint facilities expansion. The Project Manager shall report to the PAC regarding the Project expansion.
- b. To review and approve the monthly progress reports prepared by the Project Manager to monitor the project cost and schedule prior to distributing.
- c. To attend the monthly progress meetings to receive project briefings by the Project Manager.
- d. To attend partnering meetings with the contractors on the construction of the 2000 Expansion of Joint Facilities.
- e. To keep San Mateo and Estero informed as promptly as possible about expansion matters.
- f. To meet and confer whenever necessary to reach consensus on recommendations to San Mateo and Estero.
- g. To review and develop recommendations to San Mateo and Estero

regarding the contracts for engineering and related services and to participate in any pre-qualification process.

- h. To review and develop recommendations to San Mateo and Estero on approval of the award of contracts for 2000 Expansion of Joint Facilities construction work.
- i. To participate in the development of claim strategies.
- j. To review and develop recommendations to San Mateo and Estero on approval of contract amendments and change orders.
- k. To review and develop recommendations to San Mateo and Estero on the acceptance of the completed construction of joint facilities.
- l. To promulgate procedures for the PAC.

With respect to PAC decisions, each party shall have one vote.

3.4 Power and Duties of San Mateo

San Mateo, as Lead Agency, shall have the following powers and duties:

- a. To solicit bids, award, and enter into contracts with third parties for the design and construction of the joint facilities expansion.
- b. To supervise the construction, and review and approve construction contract progress payments.
- c. To determine the adequacy of performance during the construction of the project.
- d. To apply for and receive any permits or consents required from other public entities for expansion of the joint facilities.
- e. To acquire by purchase, lease, gift, condemnation, or otherwise, any real property or interest therein which it finds to be reasonably necessary for the joint facilities.
- f. To approve contracts for engineering and related services, award of contract for 2000 Expansion of Joint Facilities construction work, change orders, claim resolutions, and the acceptance of the completed construction of the joint facilities.

3.5 Power and Duties of Estero

Estero shall have the following powers and duties:

- a. To review and approve contracts for engineering and related services, award of contract for 2000 Expansion of Joint Facilities construction work, change orders (in accord with 3.6 below), claim resolutions, and acceptance of the completed construction of the joint facilities.
- b. To pay its required share for expansion of the joint facilities.
- c. To participate fully in the PAC.

3.6 Change Orders for Construction/Professional Contracts

Change orders shall be handled in the following manner:

- a. In order to avoid claims of contractors for delay, San Mateo and Estero shall designate PAC to approve or disapprove change order requests.
- b. Any change order reasonably deemed to be an emergency by San Mateo may be approved without prior approval of PAC. An emergency includes, but is not limited to, matters that interfere with the ongoing operation of the joint facilities. San Mateo shall provide notice to PAC after San Mateo's actions and as part of that notice shall request PAC ratification of the change order. PAC shall respond to the request for ratification within 5 working days; if no response is received, the change order shall be deemed ratified by PAC.
- c. A change order reasonably deemed by San Mateo to require an in-the field decision may be approved without prior approval of PAC so long as the change order does not exceed a cost to Estero of \$15,000. San Mateo shall provide notice to PAC of San Mateo's actions and as part of that notice shall request PAC ratification of the change order. PAC shall respond to the request for ratification within 5 working days and either ratify or not ratify; if no response is received, the change order shall be deemed ratified by PAC.
- d. All other change orders shall be submitted to PAC. PAC shall have five working days to approve or disapprove change orders. A change order shall be deemed approved if PAC does not respond within five working days. If PAC fails to approve a change order, San Mateo may proceed and the dispute resolution will be subject to Section 3.6.g and thereafter to 3.6.h.
- e. San Mateo and Estero shall include in their respective project

construction budget a construction contingency of 10 percent of the construction bid price.

- f. PAC shall notify San Mateo and Estero in writing of all actions regarding change orders as soon as practicable but not later than five working days after submittal.
- g. In the event that PAC cannot reach agreement, PAC shall do the following within five working days:
 - i. Direct the Project Manger to immediately prepare a memorandum detailing the issues.
 - ii. Submit the memorandum to the San Mateo and Estero City Managers.
 - iii. Meet and confer with the San Mateo and Estero City Managers as soon as possible.
 - iv. Attempt to reach agreement on the approval or disapproval of the change order within three days after the meeting with the City Manager.
- h. In the event that agreement is not reached regarding approval of a change order, and the change order is not deemed approved by a failure of the PAC to timely notice San Mateo, either party may submit the matter to binding arbitration upon completion of the expansion project. The parties shall select an arbitrator by mutual agreement or by a random selection method from a list of 10 persons, ½ selected by each party. The costs of the arbitrator shall be shared equally and each party shall bear its individual attorney/expert costs. The parties may engage in mediation at any point by mutual agreement.

3.7 Expansion Cost and Payment

Each party agrees to pay its proportionate share of the expansion cost for the 2000 Expansion of Joint Facilities as follows: San Mateo 75%; Estero 25%

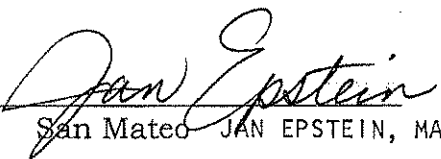
On or about May 1 of each year of the expansion project both San Mateo and Estero shall prepare a budget designating their respective in-house costs for project assistance and administration. The budgets shall be reviewed by the parties.

Estero shall make payments as follows: Estero shall pay to San Mateo within 30 days of delivery of a bill to Estero's Public Works Department all moneys designated in said bill, even if any or all amounts are disputed. Bills shall provide reasonable documentation of costs. Estero's percentage share of Estero's costs for its in-house project administration shall be credited against moneys owed by Estero. Interest will accrue on any amount that remains unpaid after 30 days from delivery of bill at the prime rate. To effectuate meeting the necessary time lines San Mateo will deliver to Estero any available preliminary pay estimates received by San Mateo as soon as possible after they are received by San Mateo.

The parties will make a good faith effort to reconcile any amounts that are disputed within 15 working days of the communication that there is a dispute. Any mutually agreed adjustment will be deducted from the next payment or reimbursed as soon as possible. In the event San Mateo has held all or a portion of said disputed amount and not paid it to the contractor or engineer or like person, Estero shall be entitled to interest at the prime rate on the disputed amount which is reimbursed to Estero or deducted.

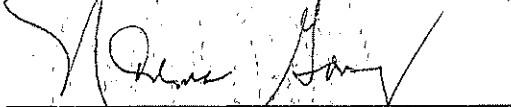
San Mateo shall prepare billings to Estero that are related to the construction work of the "2000 Expansion of Joint Facilities" on monthly basis."

All other terms shall remain unchanged and in full force and effect.


San Mateo JAN EPSTEIN, MAYOR


Estero

ATTEST:


City Clerk

ATTEST:


~~Deputy~~ City Clerk/District Secretary

10a

RESOLUTION NO. 100 (2000)

APPROVING AND AUTHORIZING EXECUTION OF
AMENDMENT TO THE JOINT POWERS AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
ESTERO MUNICIPAL IMPROVEMENT DISTRICT FOR
CONSTRUCTION AND OPERATION OF THE
WASTEWATER TREATMENT PLANT

RESOLVED, by the Council of the City of San Mateo, California; and it does hereby FIND, DETERMINE and ORDER, that:

1. The public interest and convenience require the Amendment, cited in the title above, be executed.
2. Said Amendment is hereby approved and the Mayor or Department Head is authorized to sign and execute it on behalf of the City.
3. The City Clerk is instructed to attest the signature of the Mayor or Department Head and affix the corporate seal of said City.

/s/ JAN EPSTEIN

MAYOR

ATTEST:

(SEAL) /s/ NORMA GOMEZ

CITY CLERK

* * *

Resolution adopted by the City Council of the City
of San Mateo, California, at a regular meeting held
on SEPTEMBER 5, 2000, by the following vote of
the Council Members:

AYES: Council Members LEE, LEMPERT,
GUMBINGER, MACK and EPSTEIN

NOES: NONE

ABSENT: NONE

(SEAL) /s/ NORMA GOMEZ, City Clerk

AMENDMENT TO "JOINT POWERS AGREEMENT BETWEEN
CITY OF SAN MATEO AND THE ESTERO MUNICIPAL
IMPROVEMENT DISTRICT FOR CONSTRUCTION AND OPERATION
OF THE WASTEWATER TREATMENT PLANT"

THIS AMENDMENT is entered into this 17th day of
January, 19 90, by and between the CITY OF SAN MATEO,
hereinafter called "San Mateo", and the ESTERO MUNICIPAL
IMPROVEMENT DISTRICT, hereinafter called "Estero".

R E C I T A L S:

WHEREAS, the parties have previously entered into a Joint
Powers Agreement dated July 17, 1989 and now wish to
amend said Agreement;

NOW, THEREFORE, IT IS AGREED as follows:

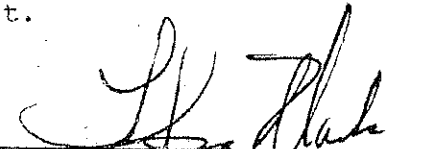
1. The first paragraph of Section 2.6 "Expansion Costs and
Payments" is amended to read:

"All costs for expansion of the joint facilities
designated in Exhibit A or otherwise included in the
so-called 1989 Expansion, including construction,
engineering, design, environmental, inspection, construction
management, materials testing, and project administration,
including costs billed by Estero for project administration,
shall be shared between the parties as follows: San Mateo,
65.63% Estero 34.37%."

2. Section 6.3 "Pretreatment Industrial Permit Requirements
and Sewer Use Ordinance" is amended to add the following
paragraph:

"If San Mateo duly authorizes any person to act as
Industrial Waste Inspector in order to inspect and enforce
industrial pretreatment requirements of Federal, State, or
Regional Agencies or local limitations and standards, Estero
shall allow that authorized person access to discharger
facilities and enable the inspector through ordinance or
resolution to sample, inspect, and police illegal
discharges. The Inspector shall notify Estero before the
inspection or enforcement action is performed. Costs of
this inspection and sampling program incurred by San Mateo
shall be included as a cost of the operation and maintenance
expenses of the joint facilities."

All other terms shall remain unchanged and in full force and
effect.


San Mateo

ATTEST:


CITY CLERK


Estero

ATTEST:


DEPUTY CITY CLERK/DISTRICT SECRETARY

ORIGINAL

7/17/89

9

JOINT POWERS AGREEMENT
BETWEEN CITY OF SAN MATEO AND THE
ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOR CONSTRUCTION AND OPERATION OF
THE WATER QUALITY CONTROL PLANT

THIS AGREEMENT, made and entered into 17th day of July,
19⁸⁹, by and between CITY OF SAN MATEO, a municipal corporation,
hereinafter "San Mateo", and ESTERO MUNICIPAL IMPROVEMENT DISTRICT, a
public corporation, hereinafter "Estero", pursuant to the joint exercise
of powers authority of California Government Code Sections 6500-6515.

R E C I T A L S:

WHEREAS, the parties have shared sewage treatment facilities in the
past and wish to continue a mutually beneficial arrangement under and
pursuant to the authority provided pursuant to Section 6500 et. seq. of
the Government Code for joint powers agreements; and

WHEREAS, on the 3rd day of June 1974, an agreement was entered into
by San Mateo and Estero wherein the apportionment of capacities,
maintenance and operation costs, and capital improvement costs were
shared on the basis of use and ownership of certain sanitary sewage
treatment facilities by each of the parties; and

WHEREAS, the June 1974 agreement contemplated a new agreement
between the parties at such time that the facilities needed to be
expanded; and

WHEREAS, the capacity and use by each party of the sewage treatment
facility has significantly changed and it is now necessary and desirable
that said June 1974 agreement be revised to reflect said changes; and

WHEREAS, the parties to this Agreement wish to rescind the agreement of June 3, 1974, as amended February 4, 1976.

WHEREAS, the 1989 expansion will commence in 1989 and is anticipated to be completed in approximately 1992;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO, AS FOLLOWS:

SECTION 1

DEFINITIONS

1.1 Expansion Cost.

"Expansion Cost" shall mean the amount paid to build, modify, and/or add-on-to a joint treatment or conveyance facility.

"Expansion Cost" for a joint treatment or conveyance facility shall include the cost of preliminary planning and testing to determine the feasibility and parameters of treatment works, engineering, environmental, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, or other necessary actions, construction, erection, roadway, environmental or other mitigation, land acquisition, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, including inspections or supervision of any of the foregoing items and all other construction costs for possible unforeseen contingencies such as change orders.

1.2 Interference.

The term "Interference" shall mean inhibition or disruption of the sewerage system, treatment processes or operations that contribute to a violation of any requirement of a National

Pollutant Discharge Elimination System (NPDES) permit. The term "interference" includes the action of any party to make impermissible or to prevent combustion or disposal of sludge, grease, grit, ash or liquid in accordance with any criteria, guidelines, or regulations adopted pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Clean Water Act, the Porter Cologne Act, the Toxic Substances Control Act, other applicable State or Federal acts, or more stringent State of California criteria (including those contained in any State sludge management plan prepared pursuant to SWDA) applicable to the method of disposal or use employed.

1.3 Jointly Owned Conveyance Facilities.

"Jointly Owned Conveyance Facilities" shall mean the outfall pipes which are used to discharge treated wastewater from the Plant to San Francisco Bay.

1.4 Jointly Owned Treatment Facilities.

"Jointly Owned Treatment Facilities" shall mean the Water Quality Control Plant located within the City of San Mateo at 2050 Detroit Drive.

1.5 Joint Facilities.

"Joint Facilities" shall mean both the "Jointly Owned Conveyance Facilities" and the "Jointly Owned Treatment Facilities."

1.6 Operating Capacity.

The term "Operating Capacity" shall mean the capacity expressed in millions of gallons per day (MGD) which the Plant can treat while meeting the NPDES permit standards.

1.7 Operating and Maintenance Costs.

The term "Operating and Maintenance Costs" shall mean any and

all costs and expenses, whether direct or indirect, incurred for the administration, operation, maintenance, improvement, and repair of the joint facilities, including but not limited to supplies, equipment and materials, labor, services, power, chemicals, regulatory requirements including fines, mitigations, laboratory control and monitoring, insurance and liabilities, administration, legal costs, and incidental items incurred during normal operations.

1.8 Overloading

The term "overload" shall mean the discharge of wastewater loads into the joint facilities, including but not limited to, hydraulic loads, organic loads, and solids loads, that exceed the treatment capacity of any treatment process or operation of the joint facilities.

1.9 Plant.

The term "Plant" shall mean the Water Quality Control Plant located within the City of San Mateo.

1.10 Purchased Capacity.

The term "Purchased Capacity" shall mean the capacity of the joint facilities to process sewage expressed in millions of gallons per day (MGD) that each party has purchased by the payment of its proportionate share of the unit processes as shown in Exhibit A. The methods used to calculate purchased capacity interests shown in Exhibit A may include factors such as use, square footage, cubic feet, air volumes, and other factors. The methods used shall continue in force and effect unless changed by the mutual consent of the parties. The purchased capacity may be stated for each component of the joint facilities. If no shares are stated in Exhibit A for joint facilities that are modified by virtue of the

1989 expansion, the general purchased capacity for the joint facilities as shown in of Exhibit A shall apply. The purchased capacity for facilities that are not modified by virtue of the 1989 expansion and are not designated in Exhibit A are: San Mateo 82.17%, Estero 17.83%.

If, upon completion or thereafter, a particular unit process or the joint facilities are operated within discharge requirements at capacities lesser or greater than designed, the purchased capacity proportionate shares shall remain unchanged.

1.11 Replacement Costs.

The term "Replacement Costs" shall mean all cost for obtaining and installing equipment, accessories, or appurtenances during the service life of the joint facilities to maintain the capacity and performance for which the joint facilities were designed including but not limited to:

- a. Rehabilitation needed as individual unit processes, their parts or other facilities near the end of their useful lives; and
- b. Structural rehabilitation.

SECTION 2

1989 EXPANSION OF JOINT FACILITIES

2.1 Lead Agency

San Mateo is designated as the Lead Agency for expansion of the joint facilities, and is designated as the party to administer this Agreement by and through its departments and officers.

2.2 Powers and Duties of San Mateo

San Mateo, as Lead Agency, shall have the following powers and duties relating to the Plant expansion and construction of the joint facilities:

- a. To solicit bids, award, and enter into contracts with third parties for the design and construction of the joint facilities expansion.
- b. To supervise the construction, and review and approve construction contract progress payments.
- c. To determine the adequacy of performance during the construction of the project.
- d. To apply for and receive any permits or consents required from other public entities for expansion of the joint facilities.
- e. To acquire by purchase, lease, gift, condemnation, or otherwise, any real property or interest therein which it finds to be reasonably necessary for the joint facilities.
- f. To approve change orders in accordance with Sections 2.4 and 2.5.
- g. To keep Estero informed as promptly as possible about expansion matters.
- h. To take other actions related to construction of the joint facilities unless limited by Section 2.4.

2.3 Powers and Duties of Estero.

Estero shall have the following powers and duties relating to the Plant expansion and construction of the joint facilities:

- a. To address change orders as designated in Sections 2.4 and 2.5.
- b. To appoint a representative empowered to make decisions regarding change orders and other items.
- c. To review and approve contracts for engineering and related service as stated in Section 2.5.

- d. To review and approve the award of contract for joint facilities expansion construction work as stated in Section 2.5.
- e. To accept the completed construction of the joint facilities as stated in section 2.5.
- f. To pay its required share for expansion of the joint facilities.

2.4 Change Orders.

Change orders shall be handled in the following manner:

- a. In order to avoid claims of contractors for delay of construction, Estero shall designate a representative to approve or disapprove change order requests submitted by San Mateo. In the absence of that designated representative Estero shall designate an alternate.
- b. Any change order reasonably deemed by San Mateo to be an emergency may be approved without prior notice to Estero. An emergency includes, but is not limited to, matters that interfere with the ongoing operation of the joint facilities. In accordance with Subsection 2.4f San Mateo shall provide notice to Estero of San Mateo's actions and as part of that notice shall request Estero ratification of the change order. Estero shall respond to the request for ratification within 15 days and either ratify or not ratify; if no response is received, the change order shall be deemed ratified by Estero. If the change order is not ratified, it shall be resolved under the provisions of Section 6.14.

- c. A change order reasonably deemed by San Mateo to require an in-the-field decision may be approved without prior notice to Estero so long as the change order does not exceed a cost to Estero of either \$15,000 or the amount in Estero's construction contingency, whichever is less. In accordance with Subsection 2.4f San Mateo shall provide notice to Estero of San Mateo's actions and as part of that notice shall request Estero ratification of the change order. Estero shall respond to the request for ratification within 15 days and either ratify or not ratify; if no response is received, the change order shall be deemed ratified by Estero. If the change order is not ratified, it shall be resolved under the provisions of Section 6.14.
- d. All other change orders shall be submitted to Estero. Estero shall have 5 working days to approve or disapprove change orders that San Mateo is required to submit to Estero for Estero's decision prior to proceeding. A change order shall be deemed approved if Estero does not respond within 5 working days and San Mateo may then itself decide whether to authorize the change order. If Estero disapproves a change order, San Mateo may proceed if it is necessary to the project and the dispute resolution will be subject to Section 6.14.
- e. Upon request of San Mateo, Estero shall maintain an amount of at least 5% of the cost of remaining construction chargeable to Estero as a construction contingency.
- f. San Mateo shall notify Estero in writing of all approved change orders under b, c, and d above as soon as

practicable but not later than 5 working days after approval.

- g. In the event that San Mateo fails to notify Estero as required by this subsection, Estero shall be provided 45 days from the date of notice or the date of the billing for the unnoticed change order, whichever occurs earlier, to pay its share of that change order. The time for payment is extended to provide to Estero adequate time to review the previously unnoticed change order.
- h. Upon request of either party Change Order disputes shall be resolved pursuant to Paragraph 6.14 upon completion of construction. The parties shall endeavor in good faith prior to submission to arbitration to resolve or to limit all disputes and issues.

2.5 Concurrence By Estero

Notwithstanding the provisions of Paragraph 2.4 above, the following actions of San Mateo, as Lead Agency for the expansion of the joint facilities, shall not be undertaken without prior notification to, and review and concurrence by Estero:

- a. Entry into any agreement for engineering or related services for the expansion of the joint facilities that exceeds a cost of \$15,000.00 to Estero.
- b. Award of any contract for joint facilities expansion construction work that exceeds a cost of \$15,000.00 to Estero. (Change orders shall not be included in this subsection (b) but are governed by Paragraph 2.4 above.).
- c. Acceptance of any joint facilities construction work as completed in accordance with the contract documents.

Expansion Costs and Payments

Each party agrees to pay its proportionate share for the expansion of the joint facilities in accordance with the designated proportions shown in Exhibit A. If no specific proportion is designated, each party shall pay its share as follows: San Mateo 72.61%; Estero 27.39%; provided, however, that costs for engineering, design, environmental, inspection, construction management, materials testing, and project administration, including costs billed by Estero for project administration, shall be shared between the parties as follows: San Mateo 65.63%; Estero 34.37%.

On or about May 1 of each year of the expansion project both San Mateo and Estero shall prepare a budget designating their respective in-house costs for project administration. The budgets shall be reviewed by the parties.

Estero shall make payments as follows: Estero shall pay to San Mateo within 30 days of delivery of a bill to Estero's Public Works Department all moneys designated in said bill, even if any or all amounts are disputed. Bills shall provide reasonable documentation of costs. Estero's percentage share of Estero's costs for its in-house project administration shall be credited against moneys owed by Estero. Interest will accrue on any amount that remains unpaid after 30 days from delivery of bill at the rate of 7% per annum, but at a rate not to exceed the prime rate if it is less than 7%. To effectuate meeting the necessary time lines San Mateo will deliver to Estero any available preliminary pay estimates received by San Mateo as soon as possible after they are received by San Mateo.

The parties will make a good faith effort to reconcile any amounts that are disputed within 15 days of the communication that there is a dispute. Any mutually agreed adjustment will be deducted from the next payment or reimbursed as soon as possible. In the event San Mateo has held all or a portion of said disputed amount and not paid it to the contractor or engineer or like person, Estero shall be entitled to interest at the rate of 7% per annum, but at a rate not to exceed the prime rate if it is less than 7%, on the disputed amount which is reimbursed to Estero or deducted from amounts owed by Estero. Further, if there is any recovery of amounts from contractors, engineers, or others that includes interest Estero shall receive their share of that interest. If the parties are unable to reconcile the dispute, it shall be subject to the provisions for arbitration in Section 6.14 upon completion of the project.

The final payment following acceptance of the construction project shall be due from Estero within 45 days.

SECTION 3

ONGOING OPERATION AND MAINTENANCE OF

JOINT FACILITIES

3.1 General

San Mateo agrees to operate and maintain joint facilities in a reasonable and prudent manner.

3.2 Powers and Duties of San Mateo

San Mateo shall have the following powers and duties relating to the joint facilities:

- a. To maintain, repair, replace, improve, and operate the facilities, and to do any and all things which it shall find reasonable in order to treat and dispose of the wastewater and sewage of the parties in a manner authorized by law and permits.
- b. To solicit bids, award, and enter into contracts with third parties for services related to replacement, modification, or repair of the facilities, or parts thereof.
- c. To annually prepare a budget including proposed capital improvements and operation, maintenance, and replacement costs; and to provide for the distribution of these costs between the Agencies.
- d. To operate and maintain the joint facilities in a reasonable and prudent manner.
- e. To schedule meetings at least quarterly for Senior management staff from San Mateo and Estero to discuss operation and maintenance of the joint facilities.
- f. To comply with applicable laws and regulations and to act reasonably and prudently.

3.3 Powers and Duties of Estero.

Estero shall have the following powers and duties relating to the joint facilities:

- a. To review the proposed budget as stated in Section 3.4.
- b. To attend scheduled senior management staff meetings.
- c. To comply with applicable laws and regulations and to act reasonably and prudently.
- d. To pay bills as stated in Section 3.5.

- e. To make inquiries where Estero has questions concerning the operation of the joint facilities.

3.4 Annual Budget

San Mateo shall prepare an annual joint facilities preliminary budget and submit the preliminary budget to Estero by April 1st of each year for review, approval, and inclusion in Estero's annual operating budget. San Mateo shall provide updates of the preliminary budget to Estero as they become available. The budget shall include San Mateo's costs to maintain, repair, replace, improve, and operate the joint facilities and to do all things necessary to treat and dispose of the wastewater and sewage of the parties in a manner authorized by law and permits. The budget shall include San Mateo's indirect costs. Indirect costs shall include costs such as those attributable to the Finance and Personnel Departments, as well as in-house attorneys. Indirect costs do not include the costs of San Mateo personnel directly assigned in whole or in part to the joint facilities, such costs being direct costs. Concurrent with San Mateo's preparation of the budget Estero shall prepare a budget for its Public Works costs and indirect costs; the budget shall be reviewed by San Mateo.

The parties shall review the preliminary budgets and respond in writing by May 1st of each year to one another indicating concurrence with the preliminary budgets or indicating nonconcurrence and specifying the reason for nonconcurrence. San Mateo shall prepare a final budget by July 1 of each year. The parties shall endeavor to resolve all conflicts that may arise concerning that budget. The provisions of Section 6.14 shall apply to unresolved disputes.

Billing and Payments.

The parties shall pay their respective share of budgeted costs to operate and maintain the joint facilities in accordance with each party's share of the metered flow. Flow shall be metered and measured continuously. Bills shall be sent quarterly and shall be based upon the actual costs for the quarter. Costs for the fiscal year shall be adjusted if necessary in the last quarter. Bills shall provide reasonable documentation of costs. The costs for Estero's share of Estero's administrative and indirect costs shall be credited against amounts owed by Estero.

Estero shall pay to San Mateo all costs billed by San Mateo for operation and maintenance of the joint facilities. It shall be the responsibility of each party to bill and collect from its individual users. Amounts payable by Estero to San Mateo shall be rendered no later than thirty (30) days after the bill is received by Estero and shall carry a charge of 7% per annum interest rate, or the prime rate if it is lesser than 7%, for late payments. If Estero disputes the amount of a bill, it shall specify the reason for the disagreement in writing to San Mateo within 120 days after the bill is received or its objection shall be deemed waived, unless within 18 months the parties concur that there has been an error in a bill. Estero shall timely pay any amounts that are not disputed.

SECTION 4

PURCHASED CAPACITY AND METERED ALLOCATIONS4.1 Use of Purchased Capacity.

Either party may temporarily utilize any unused capacity in the joint facilities to the extent available and unused by the party

owning that capacity. Capacity that is being used by the Town of Hillsborough, City of Belmont, the Crystal Springs Sanitation District and the County of San Mateo, in accordance with their agreements with the City of San Mateo, shall be deemed to be capacity being used by San Mateo. A party utilizing capacity in excess of its purchased capacity as defined in Section 1.10 for a period of 3 years shall either purchase the capacity from the other party at replacement cost depreciated or shall request that San Mateo initiate a plant expansion forthwith to provide the needed capacity increase. Unless legally prohibited, San Mateo will initiate said expansion upon terms agreed to by the parties; the costs of any litigation by third parties shall be shared in accordance with the proportionate shares of the desired expansion; there shall be no liability between the parties in the event that an expansion is not accomplished.

Nothing in this section shall be interpreted to require a party to sell its share of the unused capacity. The exhibits shall be amended in the event that the parties modify the purchased capacities.

4.2 Metering.

San Mateo shall establish a metering and sampling station to calculate the proportionate usage of San Mateo and Estero. The metering devices shall be of a type agreed to by both parties. The metering devices shall be calibrated periodically to ensure accuracy and whenever requested by Estero, calibration shall be made when representatives of both parties are present. The metering and sampling station shall be open to Estero during regular business hours for purposes of checking the metering system and obtaining wastewater samples.

SECTION 5

LIABILITY

5.1 Shared Liability.

Notwithstanding anything herein to the contrary, it is agreed by the parties that liability, including defense costs, whether tort, contractual, or otherwise, arising from the performance of this Agreement, including but not limited to the construction, maintenance, operation, or administration of the joint facilities, shall be shared between the parties, without right to indemnity except as specified in Section 5.8, based initially upon the the following percentages: San Mateo 72.61%, Estero 27.39%, and thereafter upon their metered flows for the year in which a claim is filed; provided, however, that liabilities (1) to contractors or other consultants working on the 1989 expansion or (2) to third parties injured from incidents which occur between commencement and completion of the 1989 expansion and which occur as a result of the work done on said expansion shall be shared upon the following percentages: San Mateo 65.63, Estero 34.37%.

In the event that either party recovers insurance proceeds from third party insurers, including commercial carriers and joint powers insurance pools, all recovered moneys shall be shared in accordance with the parties respective liability shares, regardless of whose insurance carrier provided proceeds. The parties shall pay their respective shares of any deductibles or self-insured retentions and any amounts exceeding then-existing limits of coverages.

It is further provided, however, that each party shall itself be responsible for its intentional introduction of pollutants into the joint facilities that are harmful to the treatment process or are not permitted under law and for a knowing and intentional overload of the plant as defined in section 5.5.

5.2 Treatment of Wastewater.

It is agreed by the parties that San Mateo will use its best efforts to operate the joint facilities but neither guarantees nor warrants to Estero that the joint facilities will be capable of adequately treating Estero's discharges. The parties shall not be liable to one another for any damage or injury resulting from the joint facilities' inability or failure to satisfactorily receive, hold, treat, dispose, or otherwise handle wastewater.

5.3 Good Faith.

San Mateo and Estero shall both conduct themselves with respect to this Agreement and to the construction, maintenance, operation, and administration of the joint facilities in good faith and in a prudent, professional manner.

5.4 Compliance With Federal and State Laws and Regulations.

The parties agree to comply with any and all laws, rules, regulations, standards, and requirements of any Federal or State board, commission, agency, or similar body, and the decisions of any court of competent jurisdiction.

5.5 Overloading.

No Agency shall cause or permit any of the joint facilities to be overloaded, whether hydraulically, biologically, chemically or otherwise.

5.6 Limitation on Discharge.

The parties agree not to discharge or to allow the discharge into any portion of the joint facilities of any of the pollutants exceeding the limitations of discharge permits and/or other applicable law. In addition the parties agree not to discharge or to allow to be discharged into any portion of the joint facilities any wastewater with a dissolved sulfide content exceeding 0.2 parts per million total.

Each party agrees that it will prevent the introduction of pollutants into the joint facilities which would cause interference with the operation of those joint facilities including causing odor, poisoning of biota, nuisance or interference with the use and disposal of sludge, ash or other residual byproducts.

Each party may be required to perform reasonable sampling and analysis to ensure compliance with this section.

5.7 Insurance.

If available at reasonable commercial rates, San Mateo shall purchase insurance against loss or damage to the joint facilities as is customarily maintained with respect to loss of property of like character and shall maintain also worker's compensation insurance and general liability insurance. If the insurance carrier(s) will allow, Estero shall be named as an additional insured; any additional costs to name Estero as an additional insured shall be paid solely by Estero. Nothing herein shall require either party to maintain insurance for earthquake or flood damage.

The parties are aware and accept that San Mateo is partially self-insured in many of its insurance programs, including at the

date of execution of this Agreement its general liability and worker's compensation programs, and that it has established (and from time-to-time will reevaluate) self-insured retentions and limits of coverage. Estero shall have no interest in any reserves established by San Mateo. Estero shall be notified of the insurance that San Mateo has in place.

In accordance with the provisions of Section 5.1, the parties shall pay their respective shares of any deductibles or self-insured retentions and any amounts exceeding then-existing limits of coverages.

The costs of insurances and other liabilities shall be recovered through the annual budget as separate costs or at the time of any settlement or judgment in accordance with the shares established in Section 5.1.

With respect to worker's compensation insurance: Estero shall pay an annual cost to San Mateo based upon a rate established by San Mateo for personnel directly assigned to the joint facilities. The rate shall be based upon the comparable State of California rate for such personnel and the particular experience of San Mateo and may adjust from year-to-year to reflect previous and existing payments and claims. No additional amounts for worker's compensation claims shall be due from Estero. In limiting Estero's exposure to annual payments rather than payments directly for each incident as it becomes due, Estero acknowledges that San Mateo is entitled to reflect its claim costs in the annual rate and that consequently the rate may have significant annual fluctuations.

San Mateo shall require all contractors doing work on the joint facilities to provide and maintain insurance for property damage,

public liability, worker's compensation, and surety bonds to ensure performance and for materials and labor in sufficient sums to provide reasonable protection to the parties hereto. Such insurance and bonds when available shall hold the parties harmless from liability or damages arising from any act or omission of said contractors, their agents or employees, insofar as possible under law, and shall include the parties as additional insureds.

5.8 Hold Harmless.

San Mateo agrees to hold harmless, defend, and indemnify Estero, its officers and employees, from and against any and all claims that are made by the Redevelopment Agency of the City of San Mateo as a result of Estero's performance under this Agreement.

Estero agrees to hold harmless, defend, and indemnify San Mateo, its officers and employees, from and against any and all claims that are made by the City of Foster City and the Redevelopment Agency of the City of Foster City as a result of San Mateo's performance under this Agreement.

SECTION 6

ADDITIONAL PROVISIONS

6.1 Fiscal Year.

The fiscal year applicable to this agreement shall be from July 1 of each year to and including the following June 30th.

6.2 Access to Records.

Any and all books, documents, papers, and records prepared and/or maintained by either party for any activity undertaken under this Agreement shall be made accessible to the other party upon

request or to any construction grant agency as may be required by law.

6.3 Pretreatment Industrial Permit Requirements and Sewer Use Ordinance.

Each party shall maintain sewer use regulations, including a pretreatment program, permit process and enforcement procedures to ensure compliance with the discharge restrictions and limitations set forth herein and as required by any and all Federal State and regional laws, rules, regulations and standards.

Neither party shall knowingly permit any entity, within or without its jurisdiction, to discharge sewage into its wastewater collection system unless that entity complies with the pretreatment program as required by regulatory agencies. If an party learns that any entity, within or without its jurisdiction, is discharging sewage into its wastewater collection system in contravention of the pretreatment program, that party shall immediately take steps to either obtain compliance with the pretreatment program or halt further such discharges. All current sewer use regulations imposed upon the City by regulatory agencies are considered to be a part of this Agreement and shall be binding upon the parties.

6.4 Ownership.

San Mateo shall retain title to all presently owned lands for the joint facilities and Estero shall have no interest in said lands. Either party may acquire real property at its sole expense or either party may request that the other concur in the joint purchase of real property which they jointly believe are needed for the operation of the joint facilities. By agreement the parties may purchase real property as undivided interests based, if there is not metered flow information, upon the purchased capacity of

each party (upon execution of this Agreement San Mateo 72.61%, Estero 27.39%) or upon the metered flow when said property is purchased.

The joint facilities shall be jointly owned as undivided interests based upon the purchased capacities as defined in Section 1.10.

6.5 Separate Agreements and Facilities.

Nothing in this Agreement shall prohibit the parties from entering into separate agreements concerning sewerage facilities which are not a part of the joint facilities as defined herein. Nothing in this agreement shall prohibit the parties from entering into agreements to provide sewer service to areas outside of its respective service boundaries, except that, if the burden on the joint facilities may be in excess of the purchased capacity of the party desiring to extend the new agreement then written consent of the other party shall be required.

Each party agrees that it is responsible for ensuring compliance with the terms of this Agreement by any other entity to which that party provides any portion of its purchased capacity.

6.6 Notification of New Significant Dischargers.

Estero shall notify San Mateo in writing 30 days prior to the connection of any user of wastewater treatment services whose need for treatment capacity in the joint facilities is anticipated to exceed 100,000 gallons per day.

6.7 Use of By-Products.

Either party may use any by-products of the treatment processes for their own use. If both parties wish to use the by-product, it shall be shared in accordance with the parties purchased capacities

as defined in Section 1.10. If neither party wishes to use the by-product or there is remaining by-product after the parties' use, it may be sold to a third party; the parties shall share the proceeds of the sale in accordance with their purchased capacities.

6.8 Termination of Agreements.

It is mutually agreed by all parties hereto that the following agreements heretofore entered into between the CITY OF SAN MATEO and the ESTERO MUNICIPAL IMPROVEMENTS DISTRICT, and any and all supplements, addendums, changes, or amendments thereto, are hereby terminated.

1. June 3, 1974 Joint Exercise of Powers Agreement
between City of San Mateo and Estero
Municipal Improvement District for
Consolidation of Wastewater Treatment
Facilities.
2. February 4, 1976 Amended Joint Exercise of Powers Agreement
between City of San Mateo and Estero
Municipal Improvement District for
Consolidation of Wastewater Treatment
Facilities.

6.9 Term.

This Agreement shall become effective on the date both parties have executed same, and shall remain in full force and effect until amended or terminated. In the event a party requests termination, that party shall submit a written notice of withdrawal at least five (5) years preceding proposal date of withdrawal. The interest of the withdrawing party shall be purchased at a price equivalent to market value if withdrawal is required by a governmental

authority (other than the parties) regulating the joint facilities. In all other events the purchase price shall be \$1,000.00 for the joint facilities and all land.

6.10 Notices.

Unless otherwise designated in writing by the respective parties, all notices, correspondence, claims, bills or other documents transmitted by one party to the other shall be addressed as follows with copies to the respective Directors of Public Works:

<u>CITY OF SAN MATEO</u>	<u>ESTERO MUNICIPAL IMPROVEMENT DISTRICT</u>
CITY MANAGER CITY OF SAN MATEO 330 WEST 20TH AVENUE SAN MATEO, CA 94403	DISTRICT MANAGER E.M.I.D. 610 FOSTER CITY BOULEVARD FOSTER CITY, CA 94404

6.11 Severability.

Should any part, term, or provision of this Agreement be decided by a court or competent jurisdiction to be illegal or in conflict with any law of the State California, the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

6.12 Successors; Assignment.

This Agreement shall be binding upon, and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may sell, convey, or assign any right or obligation hereunder without the consent of the other.

6.13 Section Headings.

All section headings and sub-headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

6.14 Disputes.

The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with mutually agreed procedures or the Construction Industry Arbitration Rules of the American Arbitration Association, the costs to be shared equally between the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.15 New and Unforeseen Conditions.

In the event there are new or unforeseen conditions not covered by this Agreement or conditions that cause any portion of this Agreement to become obsolete or underfinanced, the parties agree to meet, discuss, and reach a written agreement to resolve those new and unforeseen circumstance effects.

6.16 Days.

When the term "day(s)" is used, it shall mean calendar days unless otherwise specifically stated to be working days.

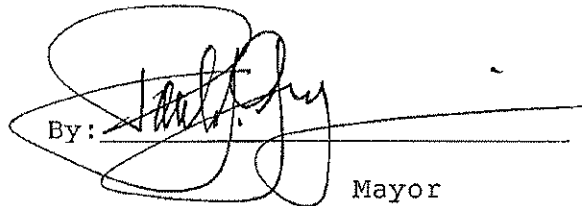
6.17 Future Expansions.

In future expansions the parties agree to use the provisions of Exhibit A as the base document for designation of the interests of the parties and as the underlying arrangements for the expansion..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and placed into effect the day and year first above written.

CITY OF SAN MATEO, a Municipal
Corporation

ATTEST:

By: 
Mayor

Doris Christen

City Clerk, San Mateo

APPROVED AS TO FORM:

Roy C. Abrams

City Attorney, San Mateo

ESTERO MUNICIPAL
IMPROVEMENT DISTRICT,
A Public Corporation

By: Thomas Battaglia
President

ATTEST:

Marvell L. Herien
Secretary, Estero

APPROVED AS TO FORM:

Kimberly M. Dickerson
Attorney, Estero

JOINT POWERS AGREEMENT

"EXHIBIT A"

PURCHASED CAPACITY OF DESIGN FLOWS

Flow	San Mateo (SM)	EMID	TOTAL
Average Daily Flow	11.4 MGD	4.3 MGD	15.7 MGD
Maximum Day Dry Weather	16.0 MGD	6.0 MGD	22.0 MGD
Maximum Day Wet Weather	32.3 MGD	7.0 MGD	39.3 MGD
Peak Hour Dry Weather	27.37 MGD	12.13 MGD	39.5 MGD
Peak Hour Wet Weather	47.8 MGD	12.2 MGD	60.0 MGD
Max. Month Dry Weather	13.0 MGD	4.9 MGD	17.9 MGD
Max. Month Wet Weather	20.0 MGD	5.6 MGD	25.6 MGD

Figures derived from the CWC-HDR Design Report.

OWNERSHIP DISTRIBUTION OF JOINTLY OWNED FACILITIES

UNIT PROCESS	OWNERSHIP AFTER EXPANSION							
	Existing Capac.	Existing Ownership		Expanded Design Capacity	Of Design Capacity		Proportion- ate Share	
		SM	EMID		SM	EMID	SM	EMID
*Headworks				15.7 MGD	11.4 MGD	4.3 MGD	72.61	27.39
*Aeration Basin Flow Split				15.7 MGD	11.4 MGD	4.3 MGD	72.61	27.39
*a. 4 Existing								
*b. 5th Basin							35.00	65.00
*Aeration Basin Selector/Stepfeed Modification				15.7 MGD	11.4 MGD	4.3 MGD	72.61	27.39
Aeration Basins (5th basin added to existing)	4 MG	3.29 MG	0.71 MG	5.0 MG	3.64 MG	1.36 MG	35.00	65.00
Blowers	9600cfm	7906cfm	1694cfm	29000cfm	21091cfm	7909cfm	68.00	32.00
Secondary Clarifi- ers (4 existing 1 added)	1.8 MG	1.482 MG	0.318 MG	2.85 MG	2.069 MG	0.78 MG	56.30	43.70
*Chlorine Basin Rebaffle				15.7 MGD	11.4 MGD	4.3 MGD	72.61	27.39
Chlorine/SO ₂ Building							72.61	27.39

* Based on Average Daily Flow

OWNERSHIP DISTRIBUTION OF JOINTLY OWNED FACILITIES (cont'd)

UNIT PROCESS	Existing Capac.	Existing Ownership		Expanded Design Capacity	OWNERSHIP AFTER EXPANSION			
		Of Design Capacity			Proportion- ate Share			
		SM	EMID		SM	EMID	SM	EMID
Effluent Pumping Station				48 MGD	35.8 MGD	12.2 MGD	72.61	127.39
a. Ist 48 MGD								
b. Exp. to 60 MGD				12 MGD	12.0 MGD	0 MGD	100.00	-0-
Thickeners	3640 sf	2997 sf	643 sf	5604 sf	4068 sf	1536 sf	54.80	45.20
Solids Building Odor Control							72.61	127.39
*Effluent Filter Renovation				15.7 MGD	11.4 MGD	4.3 MGD	72.61	127.39
New Digester							72.61	127.39
Cogeneration Unit							72.61	127.39
Maintenance Bldg.							72.61	127.39
Misc. Site Work							165.63	134.37

cfm= cubic feet per minute
 MGD= million gallon per day
 MG = million gallons
 sf = square feet

* Based on Average Daily Flow

Ja

RESOLUTION NO. 114 (1989)

APPROVING AND AUTHORIZING EXECUTION OF
AN AGREEMENT BETWEEN CITY OF SAN MATEO
AND ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOR CONSTRUCTION AND OPERATION OF
THE WATER QUALITY CONTROL PLANT

RESOLVED, by the Council of the City of San Mateo, California,
that:

WHEREAS, it is in the best interests of the City of San Mateo
and the Estero Municipal Improvement District to enact an agreement
that details each party's rights and responsibilities to the shared
sanitary sewerage system; and

WHEREAS, after negotiation and detailed consideration, such a
agreement has been reached;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

1. The Agreement attached hereto as Exhibit A is approved and
the Mayor is authorized and requested to execute it.
2. The City Manager is directed to carry out the provisions
of the Agreement after execution of the Agreement by the two parties.

/s/ PAUL J. GUMBINGER

Mayor

ATTEST:

(SEAL) /s/ DORIS CHRISTEN

City Clerk

3227G

* * *

Resolution adopted by the City Council of
the City of San Mateo, California, at a
regular meeting held on July 17, 1989,
by the following vote of the Council
members:

AYES: Council Members POWELL, MACK,
RHOADS, BAKER and GUMBINGER

NOES: NONE

ABSENT: NONE

RESOLUTION NO. 2149

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT AUTHORIZING THE EXECUTION OF A JOINT POWERS AGREEMENT BETWEEN THE CITY OF SAN MATEO AND THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT FOR THE CONSTRUCTION AND OPERATION OF THE WATER QUALITY CONTROL PLANT (CIP NO. 14-462)

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the City of San Mateo and the Estero Municipal Improvement District have shared sewage treatment facilities in the past and wish to continue a mutually beneficial arrangement under and pursuant to the authority provided pursuant to Section 6500 et.seq. of the Government Code for joint powers agreements; and

WHEREAS, continuation of this mutually beneficial arrangement requires that the plant capacity be increased; and

WHEREAS, the parties have negotiated a new joint powers agreement for the construction of the plant expansion and the operation of the total plant.

NOW, THEREFORE, BE IT RESOLVED that the President is hereby authorized and directed to execute the joint powers agreement on behalf of the Estero Municipal Improvement District.

PASSED AND ADOPTED as a Resolution of the Board of Directors of the Estero Municipal Improvement District at the Regular Meeting held on the 17th day of July, 1989, by the following vote:

AYES: Directors Chinn, Fitzgerald, Martinson, Oliver, and
President Battaglia
NOES: None
ABSENT: None
ABSTAIN: None


THOMAS C. BATTAGLIA, PRESIDENT

ATTEST:


MARVELL L. HERREN, DISTRICT SECRETARY

Therese Tyree, Deputy District Secretary of the Estero Municipal Improvement District, does hereby certify that the foregoing is a full, true and correct copy of the document it purports to be, which document is on file in the office of the District Secretary.


Therese Tyree, Deputy District Secretary