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E-06-1022

INT EXERCISE OF POWERS AGREEME

BETWEEN THE CITY OF HALF MOON BAY

AND THE COASTSIDE SEWER SERVICE AGENCY

This agreement is made and entered into as of the 13th day of February, 1975 between the City of Half Moon Bay, a general law City and Municipal corporation hereinafter called "City", and the Coastside Sewer Service Agency, a public entity hereinafter referred to as "CSSA".

IN LIGHT OF THE FOLLOWING RECOGNIZED FACTS:

I

The parties hereto each possess the power to collect, treat, dispose of sanitary sewage, and expend public funds for such purposes, including funds contributed by the parties, or by person or persons, or any subventions or grants which may be obtained from the Federal or State governments, and

II

Said parties are contiguous to each other and service the same general drainage basin, and

III

The City and CSSA have, in the exercise of their respective powers, for the purpose of exploring joint methods of collecting, treating, and disposing of sanitary sewage so as to service the same general drainage basin, conducted the following studies to date:

1) A Project Report entitled "Water Pollution Control Facilities - 1972", prepared by Yoder-Trotter-Orlob & Associates in conjunction with Barrett & Associates, hereinafter referred to as "Initial Project Report"; and

2) A "Supplemental Project Report - Phase I", presently in the process of completion, being drafted by Barrett & Associates and Resources Engineering & Management pursuant to a Joint Exercise of Powers Agreement between the City and CSSA entered into on February 26, 1974 and amended March 25, 1974.

IV

The parties hereto select the concept of Alternative A as the most desirable alternative set forth in said "Supplemental Project Report - Phase I".

V

It is the desire of the parties to enter into an agreement pursuant to Chapter 5 of Division 7 of Title I of the Government Code authorizing a joint exercise of powers by the parties to secure a step one grant and a concept approval from the State/Federal Grants Team, under the Clean Water Grants Program, for the Mid-Coastside Sub-Regional Wastewater Quality Control Program to benefit the parties to this agreement;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

I. PURPOSE. The purpose of this joint powers agreement is to:

(a) Prepare and process an application for a step one grant.

(b) Prepare an Environmental Impact Statement and Environmental Impact Report for a Wastewater Treatment and Disposal System for the San Mateo Mid-Coastside Sub-Region pursuant to a proposal embodied in a letter dated September 20, 1974, from Thomas S. Reid, Principal in the firm of Thomas Reid Associates of Palo Alto. A copy of said letter labeled Exhibit A, is attached hereto, and is incorporated herein by reference.

(c) Conduct sufficient oceanographic studies to conclude the Environmental Impact Report.

(d) Complete a Final Project Report for a Wastewater Treatment and Disposal System for the San Mateo Mid-Coastside Sub-Region pursuant to a proposal submitted by Trotter-Yoder & Associates/ Barrett and Associates, and Resources Engineering & Management. A copy of said proposal entitled "Mid-Coastside Supplemental Project Report Engineering Proposal for Completion of Phase I Report" is attached hereto and is labeled Exhibit B. The parties to this agreement shall have the right to submit, through their engineers, input to said Final Project Report.

(e) Obtain a Financial Plan and Revenue Program for a Wastewater Treatment and Disposal System for the San Mateo Mid-Coastside Sub-Region pursuant to a proposal dated September 16, 1974, by Eugene Aiello of the Bank of America, a copy of which is attached hereto as Exhibit C and incorporated by reference.

II. LEAD AGENCY. The City is designated as the lead agency on behalf of the parties hereto, for this agreement only, and is the party to administer this Agreement by and through its departments and officers, for the sole purposes of submitting the Environmental Impact Report, and processing the Step I Grant, said status as Lead Agency being required respectively by Section 21165 of the Public Resources Code of California and the regulations of the Clean Water Grants Program.

III. POWERS. As lead agency, for purposes of this agreement, the City shall be empowered to prepare and process an application for a step one grant. As lead agency the City shall also have power to enter into a contract pursuant to the objectives of subparagraphs (b), (c), (d), and (e) of paragraph I above, but shall first have the concurrence of C.S.S.A. before entering into any contracts pursuant to the objectives of subparagraph (c) of paragraph I above.

IV. TREASURER. The treasurer of the City is hereby designated as treasurer of this Joint Powers Agreement to have custody over all money from whatever source relating to this agreement. The treasurer shall have the duties and obligations provided by law. The treasurer shall have an official bond in the amount of $50,000.

V. ACCOUNTING. Each party to this agreement shall be strictly accountable for all funds received and disbursed pursuant to this agreement.

VI. FINANCES. Financial responsibility under this agreement shall be as follows:

(a) A budget of $30,000.00 shall be established to achieve the purposes of this agreement. Said amount shall be deposited with the City Treasurer in a trust account, and as administrator for this agreement the City

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shall make progress payments to the consultants named herein as work is performed.

(b) The City shall contribute $10,000.00 to said budget, and CSSA shall contribute $20,000.00 to said budget.

(c) One half of the total amount to be assessed against each party to this agreement shall be deposited with the City Treasurer by each party within fifteen (15) days following execution of this agreement. The remainder of the assessments shall be deposited within fifteen (15) days of notice being given by the City that additional funds are then required to satisfy progress payments.

(d) The City shall pay for all costs of preparation and administration of this agreement.

VII. OTHER CONSIDERATIONS. The following additional considerations are also agreed to by the parties to this agreement:

(a) The Parties agree to contribute and make available to the consultants named herein all information available to said parties, including all previous work and studies which have been conducted.

(b) The Parties agree to work together in good faith to arrive at a common plan, to submit for concept approval to the State/Federal Grants Team, in accord with the desires set forth in Paragraph IV, page 2 above.

(c) The parties agree to explore fully the possibility of forming a single sub-regional agency for the purpose of planning and implementing an approved wastewater treatment system for the Half Moon Bay Subregion.

NRD MM VIII. SEVERABILITY. Should any part, term or provision of this agreement be ~~found unenforceable or ineffectual~~ held invalid, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, the parties thereto have executed this agreement as of the day and year first written above.

CITY OF HALF MOON BAY,
a Municipal Corporation

By Melvin A. Mello
Mayor

ATTEST:

Claudia Bandeo
Deputy City Clerk

COASTSIDE SEWER SERVICE AGENCY,
a Public Entity

By Nicholas R. Damer
Chairman

ATTEST:

Henry W. Chelsea
Secretary PRO TEM