

**AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO,  
SCENIC HEIGHTS COUNTY SANITATION DISTRICT,  
EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT, AND  
THE CITY OF SAN CARLOS  
CONCERNING TRANSPORT, MAINTENANCE AND TREATMENT OF SEWAGE**

This Amendment is made with respect to that certain Agreement between the County of San Mateo, a political subdivision of the State of California ("County"), the Scenic Heights County Sanitation District, a county sanitation district operated and maintained by the County of San Mateo ("Scenic Heights"), the Emerald Lake Heights Sewer Maintenance District, a sewer maintenance district operated and maintained by the County of San Mateo ("Emerald Heights"), and the City of San Carlos, a municipal corporation ("City"), dated September 3, 1985 ("Agreement"), upon the terms and conditions set forth in such Agreement, subject to the following conditions and modifications:

1. Paragraph 5.b. (1) (Payments; City.) is amended in its entirety to read as follows:

(1) The City shall pay to Scenic Heights a proportionate share of operation and maintenance of the Hassler Health Home sewer line ("Hassler Line"). Said share of the Hassler Line shall be 61.5% based upon the ratio of flows from Brittan Heights No. 3 (Vol. 72 at Pages 14-17 of Maps) and Edgewood Park Subdivision (Vol. 102 at Pages 63-64 of Maps) to total allocable flows in the Hassler Line as described in Alternates B and C of said report prepared by Frahm, Edler and Associates (1981 Supplemental Agreement) plus flows from the following Amendments:

- 2001 Amendment – The three parcels in the Palomar Park Area which are comprised of Assessor Parcel Numbers 051-032-020, 040, 050, 130 and 140; and
- 2005 Amendment – The two parcels in the unincorporated area of San Mateo County near San Carlos which are comprised of Assessor's parcels 051-151-270 and 260; and
- This Amendment – The parcel in the unincorporated area of San Mateo County near San Carlos which is comprised of Assessor's parcel 051-440-080.

The share to be paid by the City shall be adjusted by amendment to this agreement whenever areas of the Districts or City or other conditions that result in a significant change in quantity of sewage emanating from any of the Districts, City or other sewer facilities.

2. The parties agree that, except as modified herein, all of the terms and provisions of the Agreement shall remain in effect. In the event of any inconsistency between the Agreement and this Amendment, the terms and provisions of this Amendment shall prevail.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below.

Date: \_\_\_\_\_, 2023

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President, Board of Supervisor

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 2023

**SCENIC HEIGHTS COUNTY  
SANITATION DISTRICT**

By: \_\_\_\_\_  
President, Board of Supervisor  
Ex-Officio Governing Board

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 2023

**EMERALD LAKE HEIGHTS SEWER  
MAINTENANCE DISTRICT**

By: \_\_\_\_\_  
President, Board of Supervisor  
Ex-Officio Governing Board

ATTEST:

\_\_\_\_\_



Date: July 26, 2023, 2023

**CITY OF SAN CARLOS**

By:   
Jeff Maltbie, City Manager

ATTEST:

  
Crystal Mui, City Clerk