



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Board of Supervisors



**Date:** March 5, 2014  
**Board Meeting Date:** April 8, 2014  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Supervisor Don Horsley

**Subject:** Amendment to the Three Party Water Provision Agreement between the Cuesta La Honda Guild, La Honda-Pescadero Unified School District and San Mateo County for the provision of potable water to the La Honda Elementary School

**RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the Three Party Water Provision Agreement between the Cuesta La Honda Guild, La Honda-Pescadero Unified School District and San Mateo County for the provision of potable water to the La Honda Elementary School.

**BACKGROUND:**

The Cuesta La Honda Guild (Guild) owns and holds certain rights for the extraction and distribution of water throughout their jurisdiction. One of the responsibilities of the Guild is the operation of a water system and the provision of domestic water to its members and landowners.

After the 1998 El Nino landslide in La Honda, the County, as sub-grantee under the FEMA Hazard Mitigation Grant Program (HMG), acquired several parcels and their water rights within the Guild's jurisdiction. Under the HMG Program, those properties remain subject to certain restrictions that limit their use and development.

In 2002, the La Honda-Pescadero Unified School District (District), Guild and County entered into an agreement to provide potable water service to the La Honda Elementary School. This agreement permits the Guild to allocate three of the County's parcels' water rights to the La Honda Elementary School to ensure reliable potable water service.

**DISCUSSION:**

The District, Guild and County all agree that it is in the best interest of the community to provide an adequate supply of potable water for the health and well-being of the children, teachers, administrators and others that use and occupy the school site. This use has been determined to be a reasonable use of the rights attached to the County's parcels within the Guild's jurisdiction. The existing agreement commits all water allotments the County has in connection with three parcels to the school for so long as the Guild provides water.

In recent years, the school has only used the equivalence of less than one parcel's water allotment but is contractually obligated to pay for three parcels' water allotments. To minimize unnecessary costs, the District has asked to have the agreement amended. Under the proposed amendment, the District will only have access to and be financially obligated for one parcel's water allotment. It has been determined that this will provide adequate water for the school's needs. At the January 15, 2014, Guild Board of Directors meeting, the directors voted and approved the proposed amendment. On February 7, 2014, the La Honda-Pescadero Unified School District's superintendent also signed the proposed amendment.

**FISCAL IMPACT:**

There is no fiscal impact.