

RESOLUTION NO.

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**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**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Cuesta La Honda Guild owns and holds certain rights for the extraction and distribution of water throughout their jurisdiction; and

WHEREAS, after the 1998 El Nino landslide in La Honda, the County of San Mateo, as sub-grantee under the FEMA Hazard Mitigation Grant Program, acquired several parcels and their water rights within the Cuesta La Honda Guild jurisdiction; and

WHEREAS, in 2002, the La Honda-Pescadero Unified School District, Cuesta-La Honda Guild, and County of San Mateo entered into an agreement to provide potable water service to the La Honda Elementary School by allocating three of the County's parcels' water rights to the La Honda Elementary School (the "Original Agreement"); and

WHEREAS, in recent years, the La Honda Elementary 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; and

WHEREAS, in order to minimize unnecessary costs while providing reliable potable water, the Cuesta La Honda Guild and La Honda-Pescadero Unified School District have proposed amending the Original Agreement to allocate one County parcel's water allotment to the La Honda Elementary School; and

WHEREAS, a proposed amendment to the Original Agreement reallocating the water allotment has been presented to this Board of Supervisors, and the Board has examined and approved said amendment as to form and content and desires to enter into said amendment.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the this Board of Supervisors be, and is hereby, authorized and directed to execute the aforementioned amendment to the Three Party Water Provisions

Agreement between the Cuesta La Honda Guild, La Honda-Pescadero Unified School District and County of San Mateo for and on behalf of the County of San Mateo and the Clerk of this Board shall attest the President's signature thereto.

IT IS FURTHER ORDERED that the County Manager, or his designee, negotiate, execute and submit all documents , including but not limited to applications, agreements, amendments, and reports or funding requests and so on, as may be necessary and appropriate for performance pursuant to the aforementioned agreement as amended.