

AMENDMENT NO. 1

AGREEMENT FOR DESIGN, CONSTRUCTION, USE,
OPERATION, MAINTENANCE, REPAIR, AND
REPLACEMENT OF COASTAL TREATMENT PLANT
FOR AND ON BEHALF OF PROJECT COMMITTEE
NO. 15, ALISO WATER MANAGEMENT AGENCY

WHEREAS, an Agreement was entered into on the
9th day of November, 1976, by and between the ALISO
WATER MANAGEMENT AGENCY, an entity created by the joint
powers agreement entitled "Joint Exercise of Powers Agree-
ment Creating Aliso Water Management Agency, Orange County,
California (AWMA)," dated March 1, 1972, hereinafter
referred to as "Agency," and the following parties:

(a) Moulton-Niguel Water District, hereinafter
referred to as "MNWD";

(b) South Coast County Water District, herein-
after referred to as "SCCWD";

(c) City of Laguna Beach, hereinafter referred
to as "CLB";

(d) Emerald Bay Service District, hereinafter
referred to as "EBSD"; and

(e) Irvine Ranch Water District, hereinafter
referred to as "IRWD";

for the design, construction, use, operation, maintenance,
repair, and replacement of the Coastal Treatment Plant, for

and on behalf of Project Committee No. 15 of the Aliso Water Management Agency; and

WHEREAS, IRWD is participating in certain costs of the design of the facilities and will participate in the construction of those items commonly referred to as headworks, pipelines, site development, and other elements which would be generally impractical to construct at a later date, thus allowing full participation by IRWD, in future years, when the treatment capabilities of the facility will be expanded to accommodate IRWD needs; and

WHEREAS, it is desired that the Agreement entered into on the 9th day of November, 1976, specify under what conditions IRWD may require that Agency, at the expense of IRWD, shall cause to be constructed Treatment Plant capacity for the use of IRWD, and the terms and conditions under which such Treatment Plant capacity shall be constructed;

NOW, THEREFORE, the Agreement entered into the 9th day of November, 1976, is hereby amended to add Section 13 to said Agreement to read as follows:

"13. Participation by IRWD. The parties hereto recognize that IRWD is participating in the initial design and construction of the Coastal Treatment Plant in only those facilities commonly referred to as headworks, and will not, at the initial construction, acquire Treatment Plant capacity. The budget for such design and construction

reflects such limited participation. The parties hereto do agree that IRWD may require Agency to construct additional Treatment Plant capacity at the Coastal Treatment Plant in the amount of 1.4 million gallons a day for use by IRWD, provided IRWD pays all costs for the design and construction of such additional facilities. In the event that the use of the additional Treatment Plant capacity requires the use of facilities for which IRWD does not participate in the initial design and construction, then IRWD shall further pay to Agency its share of such facilities. The cost of such proportionate share of facilities for which IRWD did not participate in the initial design and construction shall be paid to Agency for the benefit of those parties to this Agreement which did participate in such costs, at the actual cost to such agencies, less grants, plus interest at the rate of 7% per annum. Agency does further agree that in the initial design and construction, it will cause such design and construction to be accomplished consistent with sound engineering practices for the design operation and maintenance of such facilities to meet the needs in a fair and equitable manner of the Participating Member Agencies of this Project Committee. Any questions as to such design to be resolved pursuant to the arbitration provisions in Section 10(3) of this Agreement."

IN WITNESS WHEREOF, the parties hereto have
executed this Amendment on the dates set forth opposite
their respective signatures.

Dated: 4-10-79

ALISO WATER MANAGEMENT AGENCY

By [Signature]
Chairman

By [Signature]
Secretary

Dated: 4-9-79

MOULTON-NIGUEL WATER DISTRICT

By [Signature]
President

By [Signature]
Assistant Secretary

Dated: 1-29-79

SOUTH COAST COUNTY WATER DISTRICT

By [Signature]
President (Vice)

By [Signature]
Secretary

Dated: 4-4-79

CITY OF LAGUNA BEACH

By [Signature]
Mayor

By [Signature]
City Clerk

Dated: 4/6/79

EMERALD BAY SERVICE DISTRICT

By J. Thomas Swanson
President

By Shela E. Wood
Secretary

Dated: JAN 22 1979

IRVINE RANCH WATER DISTRICT

By Cliff Reed
President

By Arthur C. Brown
Secretary

APPROVED AS TO FORM:
ALFRED E. SOWIE
A Law Corporation
Legal Counsel: IRWD

By [Signature]

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USE, OPERATION, MAINTENANCE,
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COASTAL TREATMENT PLANT FOR
AND ON BEHALF OF PROJECT COMMITTEE
NO. 15, ALISO WATER MANAGEMENT
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for the design, construction, use, operation, maintenance, repair, and replacement of the Coastal Treatment Plant, for and on behalf of Project Committee No. 15 of the Aliso Water Management Agency; and

CHP:wm
6/2/78

WHEREAS, IRWD is participating in certain costs of the design of the facilities and will participate in the construction of those items commonly referred to as headworks, but will not, in the initial construction phase, acquire Treatment Plant capacity; and

WHEREAS, it is desired that the Agreement entered into on the 9th day of November, 1976, specify under what conditions IRWD may require that Agency, at the expense of IRWD, shall cause to be constructed Treatment Plant capacity for the use of IRWD, and the terms and conditions under which such Treatment Plant capacity shall be constructed;

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6/2/78

facilities for which IRWD did not participate in the initial design and construction, then IRWD shall further pay to Agency its share of such facilities. The cost of such proportionate share of facilities for which IRWD did not participate in the initial design and construction shall be paid to Agency for the benefit of those parties to this Agreement which did participate in such costs, at the actual cost to such agencies, less grants, plus interest at the rate of 7% per annum, less appropriate depreciation as determined by Agency. Agency does further agree that in the initial design and construction, it will cause such design and construction to use the best practicable techniques in order to assure that additional facilities may be added in a manner that will not be extraordinarily costly for future use as provided for herein."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth opposite their respective signatures.

Dated: _____

ALISO WATER MANAGEMENT AGENCY

By _____
Chairman

By _____
Secretary

Dated: _____

MOULTON-NIGUEL WATER DISTRICT

By _____
President

By _____
Assistant Secretary

CHP:wm
6/2/78

Dated: _____

SOUTH COAST COUNTY WATER DISTRICT

By _____
President

By _____
Secretary

Dated: Aug 7, 1978

CITY OF LAGUNA BEACH

By Jack M. Dwyer
Mayor

By Theresa L. Pellegrino
City Clerk

Dated: _____

EMERALD BAY SERVICE DISTRICT

By _____
President

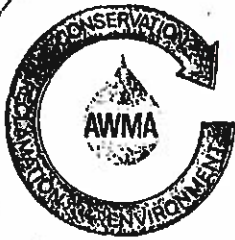
By _____
Secretary

Dated: _____

IRVINE RANCH WATER DISTRICT

By _____
President

By _____
Secretary



**ALISO WATER
MANAGEMENT
AGENCY**

2061 Business Center Drive
Suite 211
Irvine, California 92715
(714) 752-2461

John V. Foley
General Manager

MEMORANDUM

TO: Distribution
FROM: Jack Foley
DATE: January 15, 1979
SUBJECT: AMENDMENT NO. 1
PROJECT COMMITTEE 15 DESIGN AGREEMENT

As the Board of Directors of the Aliso Water Management Agency approved Amendment No. 1 to the Project Committee 15 Design Agreement at their Regular Board Meeting on December 7, 1978, submitted herewith are the execution copies for your signature. Upon approval and execution of all copies, please sign this sheet and forward all copies to the next agency listed. All addresses are attached for your convenience.

J. V. Foley

Jack Foley, General Manager

Enclosures

Distribution:

CO Rumbert

Irvine Ranch Water District

Richard C. Miller

South Coast County Water District

John McEwen

City of Laguna Beach

Moulton Niguel Water District

Emerald Bay Service District

*City of Laguna Beach * El Toro Water District
Emerald Bay Service District * Irvine Ranch Water District * Los Alamos Water District
Moulton-Niguel Water District * South Coast County Water District*

ATTACHMENT TO MEMORANDUM
January 15, 1979

A D D R E S S E S

Irvine Ranch Water District
P.O. Box D-1
Irvine, CA. 92716

South Coast County Water District
31592 West Street
South Laguna, CA. 92677

City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA. 92651

Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA. 92677

Emerald Bay Service District
600 Emerald Bay
Laguna Beach, CA. 92651

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By _____
Chairman

By _____
Secretary

Dated: _____

MOULTON-NIGUEL WATER DISTRICT

By _____
President

By _____
Assistant Secretary

Dated: 1-29-79

SOUTH COAST COUNTY WATER DISTRICT

By [Signature]
President (Vice)

By [Signature]
Secretary

Dated: 4-4-79

CITY OF LAGUNA BEACH

By [Signature]
Mayor

By [Signature]
City Clerk



Dated: _____

EMERALD BAY SERVICE DISTRICT

By _____
President

By _____
Secretary

Dated: JAN 22 1979

IRVINE RANCH WATER DISTRICT

By C. J. Rumbold
President

By Arthur C. Kern
Secretary

APPROVED AS TO FORM:
ALEXANDER BOWIE
A Law Corporation
Legal Counsel - IRWD

By Alexander Bowie

