

REPAIR BRIDGE

AMENDMENT NO. 5 TO AGREEMENT FOR DESIGN,
CONSTRUCTION, USE, OPERATION, MAINTENANCE,
AND REPLACEMENT OF COASTAL TREATMENT
PLANT FOR AND ON BEHALF OF PROJECT COMMITTEE
NO. 15, ALISO WATER MANAGEMENT AGENCY

This agreement is made and entered into this 7th day of March, 1991, by and between the ALISO WATER MANAGEMENT AGENCY, an entity created by the Joint Powers Agreement entitled, "Joint Exercise of Powers Agreement Creating Aliso Water Management Agency, Orange County, California", dated March 1, 1972, hereinafter referred to as "AWMA", and the following parties:

- (a) South Coast Water District, hereinafter referred to as "SCWD";
- (b) Irvine Ranch Water District, hereinafter referred to as "IRWD";
- (c) City of Laguna Beach, hereinafter referred to as "CLB";
and
- (d) Emerald Bay Service District, hereinafter referred to as "EBSD".

The foregoing parties to this Amendment No. 5 presently are the participating members of AWMA for Project Committee No. 15, hereinafter referred to as "Participating Member Agencies".

R E C I T A L S

1. AWMA is pursuing in the most beneficial, economical and environmentally compatible manner, a regional program for wastewater collection, treatment, reclamation, reuse, disposal, and management, including but not limited to, those facilities

known as the "Coastal Plant", which facilities are depicted in Exhibit "A" attached hereto and by this reference incorporated herein.

2. A Project Committee, as provided for in the Joint Powers Agreement referenced hereinabove, was previously created and designated "Project Committee No. 15" for the design construction, use, operation and maintenance of the Coastal Plant, all in accordance with that certain project agreement entitled "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" dated November 9, 1976, as amended from time to time (the "Project Agreement").

3. AWMA and the Participating Member Agencies previously entered into Amendment No. 2 to the Project Agreement, dated February 14, 1980, to provide for, among other things, terms governing the capacity rights of the Participating Member Agencies in the component facilities of the Coastal Plant and a cost allocation methodology for new construction and repairs and reconstruction.

4. Section 9 of the Project Agreement entitled "Destruction, Failure and Damage" provides terms governing cost allocation among the Participating Member Agencies in the event of destruction, failure or damage to the Coastal Plant. Section 9 states that, unless otherwise agreed, the Participating Member Agencies' allocated share of the costs of any repair or

known as the "Coastal Plant", which facilities are depicted in Exhibit "A" attached hereto and by this reference incorporated herein.

2. A Project Committee, as provided for in the Joint Powers Agreement referenced hereinabove, was previously created and designated "Project Committee No. 15" for the design construction, use, operation and maintenance of the Coastal Plant, all in accordance with that certain project agreement entitled "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" dated November 9, 1976, as amended from time to time (the "Project Agreement").

3. AWMA and the Participating Member Agencies previously entered into Amendment No. 2 to the Project Agreement, dated February 19, 1980, to provide for, among other things, terms governing the capacity rights of the Participating Member Agencies in the component facilities of the Coastal Plant and a cost allocation methodology for new construction and repairs and reconstruction.

4. Section 9 of the Project Agreement entitled "Destruction, Failure and Damage" provides terms governing cost allocation among the Participating Member Agencies in the event of destruction, failure or damage to the Coastal Plant. Section 9 states that, unless otherwise agreed, the Participating Member Agencies' allocated share of the costs of any repair or

reconstruction would be determined in accordance with the methodology set forth in the report entitled "Coastal Treatment Plant Cost Allocation" dated January 28, 1980, prepared by VTN Consolidated, Incorporated (the "VTN Allocation Report").

5. The traveling bridge component of the Coastal Plant currently requires substantial repairs in the estimated amount of \$1,000,000. As permitted by Section 9 of the Project Agreement, AWMA and the Participating Member Agencies desire to change the method of allocation of costs of the traveling bridge repairs from that originally set forth in the VTN Allocation Report. AWMA and the Participating Member Agencies have agreed to use the flows assigned in the VTN Allocation Report to Participating Member Agencies for the Group VI Coastal Plant Process Related Facilities, rather than the Group V Coastal Plant secondary clarifiers as originally provided in the VTN Allocation Report and contemplated by the Project Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Project Committee No. 15 hereby agrees that the cost allocation methodology for determining the Participating Member Agencies' allocated share of the cost of repair of the traveling bridge component of the Coastal Plant shall be determined in accordance with the flows set forth for the Group VI Process Related Facilities designation in the VTN Allocation Report. The flows assigned to each Participating Member Agency under the

Group VI Process Related Facilities methodology is attached hereto as Exhibit "B" and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to the Project Committee Agreement to be executed on the day and year first hereinabove written.

DATED: March 7 1991 ALISO WATER MANAGEMENT AGENCY

By [Signature]

By [Signature]

DATED: 4-7 1991 SOUTH COAST WATER DISTRICT

By [Signature]

By [Signature]

DATED: May 7, 1993 1991 CITY OF LAGUNA BEACH

By [Signature]

By [Signature]

DATED: May 17 1991 EMERALD BAY SERVICE DISTRICT

By [Signature]

By [Signature]

DATED: FEB 22 1993 1991 IRVINE RANCH WATER DISTRICT

By [Signature]

By [Signature]

Exhibit "B"

<u>Member</u>	<u>Flows for Process Related Equipment</u>	
	<u>MGD</u>	<u>Percent</u>
CLB	4.0	59.70
EBSD	0.2	2.99
SCWD	2.5	37.31
IRWD	<u>0</u>	<u>0</u>
TOTAL	6.7	100.00

FBG/3805
05/03/91