



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

DATE: January 13, 2003

BOARD MEETING DATE: January 28, 2003

TO: Honorable Board of Supervisors

FROM: Supervisor Richard Gordon *R. Gordon*

SUBJECT: Proposed Three Party Agreement with the Cuesta La Honda Guild and the La Honda-Pescadero Unified School District Regarding the Provision of Potable Water to La Honda School

Recommendation

ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD PRESIDENT TO EXECUTE A THREE PARTY WATER PROVISION AGREEMENT WITH THE CUESTA LA HONDA GUILD AND THE LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF POTABLE WATER TO LA HONDA SCHOOL.

Background

The Cuesta La Honda Guild owns and holds certain rights to the extraction and use of water in a portion of La Honda. Among the purposes and objectives of the Guild is the operation of a water system and the delivery and provision of domestic water to its member landowners.

After the 1998 El Niño landslide disaster in La Honda, the County, as subgrantee under the FEMA Hazard Mitigation Grant Program, acquired several La Honda properties within the area served by the Guild. Under the HMG Program those properties remain subject to certain restrictions that limit their use and development.

La Honda Elementary School is an elementary public school, within the La Honda Pescadero Unified School District that has no readily available and reliable potable water supply to meet its needs, and is in relatively close physical proximity to the area serviced by the Guild.

Discussion

The School District, the Guild and the County all agree that it is desirable that the school be provided 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. Allowing the water allocations to several of the properties acquired by the County to be used to provide water to the school is a reasonable use of the rights that may be attached to the properties.

The proposed agreement commits the County to surrendering any water rights it might have in connection with three of the properties for so long as the Guild provides water to the school. There are numerous other processes, procedures and approvals that must be finalized before water is actually provided to the school, and this agreement commits the parties to work together to achieve those results.

Vision Alignment

This Agreement regarding the provision of potable water to La Honda School supports the County's principle of ensuring basic health and safety for all and Goal # 6—Children grow up healthy in safe and supportive homes and neighborhoods.

Fiscal Impact

None.

SUPERVISOR RICHARD GORDON

cc: John L. Maltbie, County Manager
Thomas F. Casey III, County Counsel
Neil Cullen, Director of Public Works

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RECOMMENDED

Paul Scannell
ASSISTANT COUNTY MANAGER