

## NEW JPA STAFF REPORT FINAL



# Staff Report



DATE: April 17, 2017

TO: Members of City-Harbor District Liaison Committee  
(Vice-Mayor Liza Normandy & Councilmember Mark Addiego;  
President Tom Mattusch and Vice-President Virginia Chang-Kiraly)

FROM: Mike Futrell, City Manager  
Steve McGrath, General Manager

SUBJECT: STUDY SESSION ON NEW CITY-HARBOR DISTRICT JOINT POWERS  
AGREEMENT

**It is recommended that the Liaison Committee receive this report regarding possible new City-Harbor District Joint Powers Agreement and provide direction to staff.**

## **I. History and Existing JPA**

The City of South San Francisco (City) and the San Mateo County Harbor District (Harbor District) have been partners in the Oyster Point Marina and Park (Oyster Point) since 1977, with the relationship being governed by a Joint Powers Agreement (JPA.) Under that JPA, the District has responsibility for operation and maintenance of the Oyster Point Marina and Park (OPM). A copy of the JPA and the three subsequent amendments are attached as Attachment A.

## **II. Potential Terms of New Joint Powers Agreement**

The term of the JPA expires on November 11, 2026. At any prior time the parties may by mutual consent amend or terminate the JPA.

In March 2011, the City of South San Francisco (City) and the former Redevelopment Agency of the City of South San Francisco (Redevelopment Agency) entered into a Development Agreement (DA) and Disposition and Development Agreement (DDA), respectively, with Oyster Point Ventures, LLC to form a public/private partnership to redevelop approximately 82 acres at Oyster Point. Coincident with execution of the DA and DDA between the City, Redevelopment Agency and the developer in 2011, the City and the Harbor District entered into a Memorandum of Understanding (MOU) detailing the rights and obligations related to implementation of the DA and DDA and amendment to the JPA in view of the expected redevelopment of Oyster Point.

On February 15, 2017, the District's Board directed staff and the Oyster Point Committee to work with the City and the Liaison Committee on drafting an updated JPA. As the termination date of the JPA is fast approaching, City and District staff have begun to discuss possible amendments and/or extension to

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the JPA. As a result, District and City staff have jointly developed possible terms of a new JPA, attached hereto as Attachment B.

Staff envisions an entirely new agreement, based on further economic analysis, with an extended term to allow the District to recover and enjoy the proceeds of anticipated capital improvements at Oyster Point. The attached terms also envision the District retaining responsibility and control of all waterside operations, as well as control of all land side operations east of the ferry terminal. A draft map showing the areas of responsibility for the parties is attached hereto as Attachment C. The City would have control of all land side operations west of the ferry terminal. A separate agreement is envisioned whereby the City and District will coordinate shared services such as landscape maintenance, restroom upkeep and parking lot maintenance, thereby reducing expenses for both agencies.

Feedback is sought from the Liaison Committee on the concept of a rewritten new JPA, and the specific terms therein. Staff will take the feedback provided and, if directed, continue working on new JPA which can be reviewed again at a later meeting of the Liaison Committee.

Attachment A: Original JPA and Amendments  
Attachment B: Possible Terms of New JPA  
Attachment C: Map of Oyster Point New JPA

ATTACHMENT A

JPA 1977

JOINT POWERS AGREEMENT  
SAN MATEO COUNTY HARBOR DISTRICT  
AND  
CITY OF SOUTH SAN FRANCISCO

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The SAN MATEO COUNTY HARBOR DISTRICT, a political subdivision of the State of California, hereinafter usually called "DISTRICT", and the CITY OF SOUTH SAN FRANCISCO, a municipal corporation, hereinafter called "CITY", entered into a Joint Powers Agreement on July 6, 1977, which has been rescinded and the parties enter into this Joint Powers Agreement in lieu thereof.

RECITALS

1. Each of the parties hereto is a public agency and authorized to enter into a Joint Powers Agreement pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (Section 6500 et seq.).

2. DISTRICT is a political subdivision of the State of California formed and existing pursuant to Division 8, Part 3 of the State of California Harbors and Navigation Code, Section 6000 et seq. Said DISTRICT was created in 1933 pursuant to the Harbors and Navigation Code and has the powers and duties prescribed by statute, including the power to acquire, own, operate and develop harbor and related facilities within

CENTRAL RECORDS

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its territorial boundaries.

3. The CITY OF SOUTH SAN FRANCISCO is a public corporation created for municipal purposes pursuant to the terms and provisions of the General Law of the State of California, and has the power to do any work or make any improvements within or without the territorial limits of the CITY which are determined to be of general public benefit including construction and maintenance of parks and recreational marinas. CITY presently owns and operates a small boat marina at OYSTER POINT within the said CITY.

4. The territory of the CITY is included within the territory of the DISTRICT.

5. Each of the parties hereto has determined that it is in the best interests of the people of said AGENCIES to repair and/or replace the existing marina facilities at OYSTER POINT and expand said facilities as described in the agreement between CITY and the State of California Department of Navigation and Ocean Development (referred to herein as "DNOD") dated September 8, 1975, the Proposed Master Plan and the Preliminary Engineer's estimate prepared by Daniel, Mann, Johnson & Mendenhall, a corporation, and including leachate control measures, preparation of the project site for the Marina-Park landscaping, and other auxiliary shoreside support facilities.

6. Each of the parties has determined further that it is in the best interests of the people of said AGENCIES to

permit the DISTRICT to rehabilitate, manage, maintain and operate the existing marina at OYSTER POINT and construct, manage, maintain and operate the future marina to be developed at OYSTER POINT subject to the terms and provisions hereof.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. This Joint Powers Agreement shall be effective as of 12:01 A. M., November 11, 1977.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize and empower the DISTRICT and CITY to jointly develop and construct facilities at OYSTER POINT MARINA/PARK as outlined and in accord with the Master Development Plan (Exhibit 1) which is made a part of this Agreement and to authorize and empower the DISTRICT to manage, operate and maintain the existing and future OYSTER POINT MARINA/PARK.

3. PROJECT DESCRIPTION

Said project shall consist of the construction of the OYSTER POINT MARINA/PARK as outlined in Exhibit "2" of this Agreement and the operation, management and maintenance of the existing and future MARINA/PARK.

4. POLICY BOARD

To facilitate the accomplishment of the purposes of this Agreement, there shall be formed the OYSTER POINT MARINA/PARK POLICY BOARD, consisting of two (2) members who shall be Council Members from the City of South San Francisco, appointed by said Council and two (2) members who shall be HARBOR COMMISSIONERS,

*Charles Johnson*

appointed by the BOARD OF HARBOR COMMISSIONERS each to serve a term of four years or until a successor is appointed. Said four members shall select a fifth member who shall serve a term of four years or until a successor is appointed, who shall represent the public and who shall be a resident of San Mateo County but not an elected or appointed member of the governing board of any governmental agency or employee of any governmental agency. In selecting the public member, in addition to other matters deemed relevant, the said four members shall evaluate each applicant's business experience, interest in taxpayers' concern regarding management and use of public funds, interest in the Marina and other water-related development of the San Mateo County area, reputation in the community, and ability to represent the public. If an evaluation of an applicant, who is a resident of South San Francisco, equals or exceeds evaluation for applicants from other areas of San Mateo County, the applicant from South San Francisco shall have first priority for selection.

Members of the said POLICY BOARD shall serve without compensation, but shall be reimbursed actual and necessary expenses from the revenues from said MARINA/PARK project. Said BOARD shall have responsibility for making recommendations to the CITY COUNCIL and HARBOR COMMISSION on all matters of policy relating to the construction, operation, management and maintenance of the OYSTER POINT MARINA/PARK, and such other

powers as are specifically delegated to the Board. The chief administrative officer, the attorney and engineer of the DISTRICT shall serve as staff to the POLICY BOARD on all matters involving the DISTRICT'S responsibility and the chief administrative officer, the attorney and engineer of the CITY shall serve as staff to the BOARD on all matters involving the CITY'S responsibility. Compensation for each staff person shall be the responsibility of the primary employer of said person but such salary shall be considered as part of the expenses of the AGENCY incurred for maintenance and operation to be reimbursed from operating revenues pursuant to Paragraph 12 hereof.

5. RESPONSIBILITIES AND AUTHORITY OF DISTRICT

The DISTRICT and the CITY desire to cooperate in all matters involving the said project for the purpose of developing the most feasible project and providing the greatest possible benefit for the users thereof at reasonable charges. However, pursuant to this Agreement, ultimate financial responsibility rests with the HARBOR DISTRICT and for this reason, if there is disagreement between the CITY, the BOARD and the DISTRICT as to the manner in which the project will be constructed, managed, maintained or operated, the final decision as to said matters shall be made by the BOARD OF HARBOR COMMISSIONERS of the SAN MATEO COUNTY HARBOR DISTRICT.

6. METHOD BY WHICH CONSTRUCTION PHASES OF  
THE PROJECT WILL BE ACCOMPLISHED

(a) Plans and Specifications:

The project may be constructed in three initial phases as set forth in Exhibits 3, 4 and 5 attached hereto. The DISTRICT shall promptly contract with Daniel, Mann, Johnson & Mendenhall, a corporation, (referred to as "DMJM") for preparation of proposed project plans and specifications, said contract to be substantially similar to the Agreement dated June 15, 1977, between CITY and DMJM entitled "An Agreement With Daniel, Mann, Johnson & Mendenhall, a corporation, For Consulting Services Related to OYSTER POINT MARINA/PARK" and task Order Proposed Design - OPM Park Phases 1 and 2 DMJM B #6213-1-4. Plans and specifications for the proposed project shall be prepared under the supervision and direction of the DISTRICT and paid for by DISTRICT from DISTRICT funds or loan funds received from DNOD. Upon completion of said plans and specifications, the same shall be reviewed by the POLICY BOARD which shall make recommendations relating thereto and shall thereafter be reviewed and approved by the BOARD OF HARBOR COMMISSIONERS OF THE HARBOR DISTRICT and the CITY COUNCIL OF THE CITY OF SOUTH SAN FRANCISCO.

(b) Award of Contract:

Upon review and approval of said plans and specifications by the POLICY BOARD and the governing bodies of each of said agencies, subject to Paragraph 6(a) above, the DISTRICT shall call for competitive bids. Said bids shall be



reviewed by the POLICY BOARD which shall make recommendations concerning the bid award. The contract shall be awarded by the District to the lowest responsible bidder giving due consideration to the recommendations of the POLICY BOARD.

(c) Construction:

Construction of said work of improvement shall be under the supervision and direction of the District. The engineers of the DISTRICT shall consult with engineers for the CITY during the construction process. The engineers of the CITY shall have access to the construction site, the power to inspect the same during the course of construction, and upon request shall be furnished all plans and specifications prepared by the DISTRICT for their review and comment.

(d) Project Site:

The said project shall be constructed partially on lands owned in fee by the CITY and partially on tidelands and submerged lands and nothing set forth herein shall be construed as vesting any ownership in any of said lands in the HARBOR DISTRICT.

7. METHOD BY WHICH MAINTENANCE AND OPERATION PHASES OF THE PROJECT WILL BE ACCOMPLISHED

(a) DISTRICT shall assume control over the existing operations at OYSTER POINT MARINA on the effective date of this Agreement and shall thereafter and during the term of this Agreement be responsible for management, maintenance and operation of the existing and future OYSTER POINT MARINA/PARK

subject to and in accord with the terms and provisions of this Agreement.

(b) City Employees:

All employees of the CITY presently employed in the maintenance and operation of existing facilities at OYSTER POINT shall retain their existing positions for a period of twelve (12) months at their present salary levels and with existing benefits as employees of the CITY and the DISTRICT agrees to reimburse the CITY for costs of salaries and fringe benefits for said employees. After said period the said employees may become employees of the DISTRICT upon mutual consent of the said employees and the DISTRICT. While said employees are working at said MARINA under the supervision and direction of the DISTRICT but as employees of the CITY, the DISTRICT shall have full control over their activities, including the assignment of functions and responsibilities. In the event that said employees fail to perform their services and duties adequately and in accord with personnel requirements of the CITY, said employees may be discharged in accordance with the personnel rules and procedures of the CITY at the request of the DISTRICT and upon approval of the POLICY BOARD. *See attached*

(c) Municipal Services:

CITY shall provide municipal services for the OYSTER POINT MARINA/PARK facility as hereinafter set forth. Unless payment for said services to the CITY are made by lessees or specified as being at CITY'S expense, the CITY shall

enter into a written agreement establishing the level of services to be provided by the CITY and the cost thereof so that proper budgetary provisions can be made. Services to be provided by the CITY shall be as follows:

(i) Sewer and water - all sewer and water services as defined in Exhibit 2, including sewer lines, interceptor lines, lift stations and water mains of a size sufficient to meet fire flow and service demands necessary to service the project shall be the responsibility of the DISTRICT as part of the construction cost. CITY shall rod out the main sewer lines as required, maintain the pump station and rod out the laterals from the main to the District's or lessee's cleanouts and be reimbursed by District for cost thereof, except that DISTRICT may elect to otherwise provide for said service without incurring costs to City. All lessees of facilities on the project site shall be required to pay the sewer and other public utility fees including connection charges as provided from time to time by City Ordinances for property owners within the CITY or by the Public Utilities Commission.

(ii) Police Patrol - CITY will provide police patrol, traffic, detective and specialized juvenile police services at the level of services rendered within the CITY at CITY'S expense and without reimbursement, and CITY and DISTRICT shall negotiate regarding the cost of any additional services which shall be reimbursed to the CITY.

(iii) Fire Protection - CITY shall at its sole cost and expense provide fire protection at the project site on the same basis as said protection is furnished to other property owners within the CITY at CITY'S expense and without reimbursement and CITY and DISTRICT shall negotiate regarding the cost for any additional services which shall be reimbursed to the CITY.

(iv) Street Sweeping - Street sweeping shall be provided on a regular basis for all streets and public parking areas within the project, excluding parking areas held by private leasehold interests.

(v) Refuse Containers - South San Francisco Scavenger Company refuse containers shall be located and serviced to control litter and public refuse needs at all improved public parking areas, parks, and other public owned use areas at DISTRICT'S cost and expense. Said refuse collection services will be provided to the lessees at the project site in accordance with CITY ordinances.

(d) Maintenance of Park, Pathways, and Appurtenant Improvements - DISTRICT shall maintain at its cost and expense the project's park, pathways and appurtenant improvements as shown on Exhibit 1 attached hereto and DISTRICT may contract with the CITY for said services reimbursing CITY therefor or otherwise provide for said maintenance service. The DISTRICT may and to the greatest extent possible shall require maintenance of parks,

pathways and appurtenant improvements by parcel lessees.

8. CITY'S ZONING AND PERMIT POWERS

Nothing herein shall be construed as affecting the CITY'S power to zone the area occupied by the project or as relieving any lessee of the obligation to obtain necessary building permits provided, however, the CITY agrees to adopt/or maintain zoning ordinances authorizing development in accordance with the plans for the proposed project.

9. LEASES

DISTRICT may lease all or any portion of the existing marina, the lands within the project site or the project as completed, to private developers subject to the approval by the POLICY BOARD and DNOD and may execute said leases on behalf of the parties hereto. The revenues from any such lease or leases shall be considered as operating revenues.

10. ACCOUNTING RECORDS

(a) DISTRICT shall maintain account books and financial records to show the revenues and expenses of the MARINA/PARK. Said records shall prorate expenses of the DISTRICT where said expenses are attributable in part to other DISTRICT functions. Said prorations shall be subject to review by the POLICY BOARD.

(b) CITY shall maintain account books and records to show the expenses to the CITY for providing municipal services to said project. Said records shall prorate expenses where said expenses are attributable in part to other CITY

functions. Said prorations shall be subject to review by the POLICY BOARD.

(c) DISTRICT shall render a semi-annual report concerning financial affairs of the MARINA/PARK.

11. INSURANCE

DISTRICT shall maintain minimum insurance required by DNOD in accord with the agreement with said Agency and such other insurance as may be considered necessary in amounts determined after review by the POLICY BOARD. Said policies shall name the parties hereto as insured parties. Proceeds from any fire insurance policy shall be disbursed in accord with the agreement with DNOD or used for reconstruction of the destroyed facility.

12. DIVISION OF REVENUE

(a) Operating revenues received from the OYSTER POINT MARINA/PARK shall be used to repay loans from DNOD including the existing loans to the CITY and the expenses and costs of management, operation and maintenance of the project.

(b) Operating revenues in excess of those required for debt service and operating costs and expenses as provided above shall be held in a reserve account subject to the terms and provisions of the loan agreement with DNOD. After satisfaction of the loan agreement with DNOD, and during the term of said agreement, with DNOD'S consent, said excess funds shall be held or disbursed as follows:

(1) The POLICY BOARD shall establish a reasonable depreciation schedule for the various elements of the project and a portion of such excess funds shall be deposited in an account with a financial institution or invested in approved and authorized investments to be used as needed to meet the cost of replacement in accordance with the said depreciation schedule. Any income or profits from said fund or investments shall be added thereto. The maximum reserve to be so maintained shall be determined by the parties hereto subject to the recommendations of the POLICY BOARD.

(2) The CITY shall be paid the sum of \$215,000.00 (the amount of the CITY'S investment in the existing marina from the CITY'S general fund) less the amount to be paid CITY for personal property pursuant to paragraph 15. The DISTRICT shall be paid (a) the amount of the DISTRICT'S capital investment in the completed project, (b) \$25,000.00 which was advanced to the CITY for planning purposes, (c) the amount paid to CITY for personal property pursuant to paragraph 15, and (d) sums advanced by the DISTRICT during the term of this Agreement from its general fund for loan service fees or maintenance and operation. A schedule for repayment of said items shall be developed by the POLICY BOARD subject to modification from time to time.

(3) Any excess funds remaining shall be divided equally between the parties hereto.

13. RESPONSIBILITY FOR LOAN REPAYMENT -  
HOLD HARMLESS CLAUSE

Except as expressly provided herein, the CITY shall not be responsible for any of the expenses relating to the OYSTER POINT MARINA/PARK and specifically CITY shall not be responsible for the following: (1) costs of construction, including plans,

specifications, } engineering; (2) economic studies incurred hereafter; (3) repayment of the existing loans incurred by CITY for construction of the existing marina at OYSTER POINT; (4) any loans incurred for future developments at said site in accord with the Exhibits attached hereto, or (5) for any costs of operation and maintenance except as expressly provided herein. In the event operating revenues are not sufficient to service said loans or pay costs of operation and maintenance, the DISTRICT shall assume responsibility for and make all payments due thereon and shall hold CITY harmless from any liability for said loans or costs of maintenance and operation.

#### 14. FINANCING

If CITY requests, and the Department of Navigation and Ocean Development so consents, the loan for construction of the existing marina and the loan granted by DNOD pursuant to the Agreement of September 8, 1975, shall be assumed by the DISTRICT and the CITY shall be released as obligor on said loan. The HARBOR DISTRICT shall assume responsibility for obtaining additional loans or grants for marina expansion and rehabilitation of the existing marina and CITY shall be responsible for obtaining additional loans and grants from Land and Water Conservation funds for park area development and the Department of Fish and Game for the fishing pier and appurtenant works, or assist DISTRICT in obtaining said loans or grants. Each of the parties hereto shall use diligent efforts to develop additional sources of loans or grants.

#### 15. TRANSFER OF ASSETS

On the effective date of this Agreement, CITY shall provide



to the DISTRICT an inventory of personal property owned by the CITY and used in conjunction with the operation of the existing marina with the CITY'S estimate of the present value of said property. DISTRICT shall purchase said items of property from the CITY for said price and shall pay to the CITY said purchase price within thirty (30) days after the effective date of this Agreement.

16. FUTURE DEVELOPMENT - CONTINGENCIES

(a) Adequate Funds:

The parties hereto have determined that Phases I and II of the project (Exhibits 3 and 4 attached) will be financed by DNOD loans, grants from Land and Water Conservation funds for park area development and the Department of Fish and Game for the fishing pier and appurtenant works and the advance of sums up to \$700,00.00 by the DISTRICT. If the cost of construction of Phases I and II as shown by construction bids exceeds said loans and grants and advance from the DISTRICT, the parties hereto shall pursue one or more of the following alternatives: (1) obtain additional funds from DNOD, private developers or sources other than the general fund of the CITY OF SOUTH SAN FRANCISCO; (2) additional contributions of HARBOR DISTRICT funds; or (3) modify the project, said modifications to be subject to agreement of the parties.

In addition, DISTRICT shall immediately proceed with Phase I plus the parking lot improvements and commence construction thereof on or before June 1, 1978; schedule the construction

of Phase II in a timely manner when the cost thereof is within the funds to be provided and assume responsibility for maintenance and operation of the existing marina and proceed with rehabilitation thereof in accordance with Phase III.

(b) Available Lands:

The parties contemplate that the project shall be constructed partially on tidelands and submerged lands granted to the City in trust by the State of California. If it should be determined for any reason that the project or any portion thereof cannot be constructed on said tidelands and submerged lands, DISTRICT shall have no responsibility for proceeding with said portions of the project. Each of the parties hereto will use diligent efforts to resolve any problem which might interfere with full use of the tidelands and submerged lands included within the project site.

(c) Leachate Problem:

CITY has been ordered by the Superior Court of the City and County of San Francisco (Action No. 633084) to comply with provisions for protection of water quality resulting from leachate discharge at the project site. The project includes improvements to resolve the said problem which shall be a project construction cost, and the repair and maintenance thereof shall be charged against project revenues. However, if the proposed leachate improvement work does not meet the standards imposed by appropriate governmental agencies, and said standards require improvement work beyond the scope of the proposed project leachate work, CITY shall undertake required

additional work at the earliest possible time. If any or all said additional required work by nature thereof qualifies for additional DNOD funds or grants from other agencies, DISTRICT and CITY shall use diligent efforts to obtain said funds.

17. LIABILITY

The HARBOR DISTRICT, its officers, agents and employees shall not be deemed to assume any liability for the negligence of the CITY or its agents, officers, or employees, and the CITY shall not be deemed to assume any responsibility for the negligence of the DISTRICT or its agents, officers and employees, and CITY shall hold the HARBOR DISTRICT, its officers, agents and employees harmless from any and all liability resulting from any of the actions of the CITY or its agents, officers and employees, and the DISTRICT shall hold the CITY, its officers, agents and employees harmless from any and all liability resulting from any of the actions of the DISTRICT, its agents, officers and employees. Each of the parties shall defend the other against any claim for damages resulting from its actions.

18. SEPARATE AGENCY

No separate agency is considered necessary or desirable to administer this Agreement except as herein provided.

19. TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a period of forty-nine (49) years from the effective date as

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specified above or until modified or terminated by an agreement in writing by the parties.

20. PROCEDURES UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement, unless otherwise agreed by the parties, responsibilities for management, operation and maintenance of the project shall revert to said CITY and DISTRICT shall be relieved of any and all responsibilities relating thereto. All assets at the project site paid for from operating revenue shall become the property of the CITY. CITY shall succeed to the depreciation reserve fund which shall be held in trust and used only for capital replacements. Any excess funds shall be divided in accordance with the terms and provisions of Paragraph 12. Employees of the DISTRICT working at said project shall retain their positions as they exist at said time for a period of twelve (12) months at their then existing salary levels and with existing benefits as employees of the DISTRICT and the CITY will reimburse the DISTRICT for costs of salaries and fringe benefits for said employees. After said period the said employees may become employees of the CITY upon mutual consent of the said employees and the CITY. While said employees are working at said marina under the supervision and direction of the CITY but as employees of the DISTRICT, the CITY shall have full control over their activities including the assignment of functions and responsibilities. In the event that said employees fail to perform their services and duties adequately

and in accord with personnel requirements of the DISTRICT, said employees may be discharged in accordance with personnel rules and procedures of the DISTRICT at the request of the CITY.

21. SUCCESSION IN INTEREST

In the event the HARBOR DISTRICT is dissolved or ceases to exist, the DISTRICT agrees to place in trust for the OYSTER POINT MARINA/PARK construction project, prior to dissolution, the amount of funds necessary to complete Phases I and II of the project above the available loans and grants not to exceed the sum of \$700,000.00. CITY agrees that any such funds placed in trust shall be expended only for the development of the project as specified herein or portions thereof.

22. BINDING ON SUCCESSORS

The parties hereto intend that this Agreement shall be binding upon the successors in interest of either of the parties hereto.

EXECUTED IN TRIPLICATE:

SIGNED: October 21<sup>st</sup>, 1977 CITY OF SOUTH SAN FRANCISCO

By: C. Walter Binko

ATTEST:

SIGNED: October 24<sup>th</sup>, 1977 SAN MATEO COUNTY HARBOR DISTRICT

By: Charles J. Boerio

OYSTER POINT MARINA  
PRELIMINARY ENGINEER'S ESTIMATE

PHASE I

27  
City Engineer

1. Dredging

1. New Basin	44,124 CY @ \$ 5.00	=	\$220,620
2. Existing Basin	-- CY @ 5.00	=	--
			<u>\$220,600</u>
	10% Contingencies		<u>22,000</u>
	Total		\$ 242,600.

2. Leachate Control

a. Mole Area

1. Remove exist. riprap	2,100 CY @ \$ 2.25	=	\$ 4,725
2. Remove sand	500 CY @ 2.25	=	1,125
3. Excavate slopes 3 ft., dispose off-site	9,800 CY @ 3.75	=	36,750
4. Excavate top 1 ft.	2,400 CY @ 2.00	=	4,800
5. Place '45 mil hypalon'	152,100 SF @ 0.75	=	114,075
6. Backfill slopes with dredge spoil	9,800 CY @ 1.25	=	12,250
7. Backfill top with clayey import (3')	7,200 CY @ 4.00	=	<u>28,800</u>
	Sub-total		\$202,525

b. South Shore

1. Clear slope	0.9 Ac @ \$2,500	=	\$ 2,250
2. Remove, stockpile existing riprap	1,250 CY @ 2.25	=	2,810
3. Excavate 4 ft. trench, dispose of off-site	440 CY @ 3.75	=	1,650
4. Place '45 mil hypalon'	40,000 SF @ 0.75	=	30,000
5. Cover with 2 ft. of dredge spoil	2,960 CY @ 1.25	=	<u>3,700</u>
	Sub-total		\$ 40,410

c. Pile Area

1. Excavate 3 ft. trench and dispose off-site	60 CY @ \$ 3.75	=	\$ 225
2. Cut off wood piles	40 ea @ 75.00	=	3,000
3. 6" bentonite slurry	14 CY @ 40.00	=	560
4. Backfill = dredge spoil	60 CY @ 1.25	=	<u>75</u>
	Sub-total		\$ 3,860

d. Channel Area

1. Excavate 6 ft. trench, dispose off-site	670 CY @ \$ 3.75 =	\$ 2,513
2. Backfill with dredge spoil	670 CY @ 1.25 =	840
3. Channel (500 ft.) block off, exc. 4 ft. trench, dispose off-site	220 CY @ 7.75 =	1,700
4. Backfill with import clay fill	220 CY @ 4.00 =	880
5. 10 mil visqueen	7,000 SF @ 0.20 =	1,400
	Sub-total	<u>\$ 7,333</u>

Sub-total Leachate Control \$254,128  
10% Contingencies 25,413

Total \$ 279,500

3. Clay Cap Seal

a. Site Seal

1. Clearing	34 Ac @ \$ 250 =	\$ 8,500
2. Dredge spoil - spread, condition and compact	44,000 CY @ 2.50 =	110,000
3. Imported clayey fill cap (108,800 less dredge spoil)	78,000 CY @ 4.00 =	312,000
4. Filter cloth (streets, parking, storage)	743,700 SF @ 0.20 =	148,740
	Sub-total	<u>\$579,240</u>

b. Slope Stabilization -  
South Shore

1. Excavate exist. fill	12,400 CY @ \$ 1.80 =	\$ 22,320
2. Dispose 70% off-site	8,400 CY @ 1.50 =	12,600
3. Replace, compact 30%	4,000 CY @ 1.20 =	4,800
4. Place conditioned dredge spoil	9,500 CY @ 2.25 =	20,925
	Sub-total	<u>\$ 60,645</u>

c. Methane Gas Control

1. Flare pipes	60 ea @ \$ 325 =	\$ 19,500
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Sub-total Clay Cap Seal \$671,985  
10% Contingencies 67,199

Total \$ 739,200

4. Earthwork

## a. Store Area

1. Excavate 1 ft., dispose off-site	2,180 CY @ \$ 3.25	= \$ 7,085
2. Extra depth, 3 ft., clay cap over store area	6,500 CY @ 3.00	= 19,500
3. Surcharge store area with topsoil - 3 months - double handling cost only	21,200 CY @ 1.25	= 26,500
	Sub-total	\$ 53,085

## b. Parking Areas and Street Areas

1. Extra fill - streets	1,400 CY	
" " - parking	6,200	
	7,600 CY @ \$ 3.00	= \$ 22,800
	Sub-total Earthwork	\$ 75,885
	Contingencies	7,589

Total \$ 83,500

5. Revetment

## a. Mole Area

1. Filter cloth	55,000 SF @ \$ 0.20	= \$ 11,000
2. 18" coarse gravel	3,100 CY @ 7.50	= 23,250
3. 25-300 lb. stone - from stockpile	2,000 CY @ 2.25	= 4,500
	Sub-total	\$ 38,750

## b. East End

1. Filter cloth	37,800 SF @ \$ 0.20	= \$ 7,560
2. 12" coarse gravel	1,400 CY @ 7.50	= 10,500
3. Place heavy stockpiled riprap	2,800 CY @ 2.25	= 6,300
	Sub-total	\$ 24,360

## c. South Shore

1. Filter cloth	38,000 SF @ \$ 0.20	= \$ 7,600
2. 12" coarse gravel	1,400 CY @ 7.50	= 10,500
3. Import 25-100 lb. riprap	2,100 CY @ 25.00	= 52,500
	Sub-total	\$ 70,600

## d. North Shore - New Basin

1. Remove and stockpile existing riprap	830 CY @ \$ 2.25	= \$ 1,870
2. 8" coarse gravel	2,010 CY @ 7.50	= 15,075
	Sub-total	\$ 16,945

Sub-total Revetment \$150,655  
 10% Contingencies 15,050  
165,705



6. Breakwater Phase I New Basin

New

1. East end, 12" precast x 74' x 600 LF sheet piling and bond beam	44,400 SF @ \$ 6.00 =	\$266,400
2. 12" batter piles	1,900 LF @ 7.50 =	14,100
3. North line (12" x 74" x 1400 LF)	103,600 SF @ 6.00 =	621,600
	Sub-total	\$902,100
	10% Contingencies	90,210

Total \$ 992,300

7. Existing Breakwater Contingency Item

8. Berthing - New Basin

1. Walkways	24,640 SF	
Slips	42,550	
Knee braces	6,048	
	73,238 SF @ \$18.00 =	\$1,318,284

Total \$1,318,300

(Includes utilities, dock boxes, wood berths)

9. Piers and Gates

1. Piers	5 ea @ \$12,000 =	\$ 60,000
2. Gates	5 ea @ 3,000 =	15,000
	Sub-total	\$ 75,000
	10% Contingencies	7,500

Total \$ 82,500

10. Paving

a. Streets

1. 8" A.B.	4800 LF x 36' = 172,800 SF @ \$ 0.30 =	\$ 51,840
2. 4" A.B.	4800 LF x 24' = 115,200 SF @ 0.20 =	23,040
3. 2" A.C.	4800 LF x 24' = 115,200 SF @ 0.40 =	46,080
4. Harbormaster	9,200 SF @ 0.90 =	8,280
		\$129,240

## 10. Paving (continued)

## b. Parking

1. 8" A.B. @ 0.30 SF  
Armor coat @ 0.20  
0.50

113,400 SF @ \$ 0.50 = \$ 56,700

Sub-total Parking \$185,940

10% Contingencies 18,560

Total

\$ 204,500

## 11. Utilities

## a. Power and Telephone (underground)

1. PG&E primary	2,400 LF @ \$14.00	=	\$ 33,600
2. Secondary feeders with conductor	3,200 LF @ 9.50	=	30,400
3. Trenching and backfill	2,400 LF @ 3.00	=	7,200
4. Substation (service disconnect)	1 ea @ 60,000	=	60,000
5. Concrete pad	1 ea @ 1,000	=	1,000
6. Main and meter panel	1 ea @ 15,000	=	15,000
7. Distribution Panel 1	1 ea @ 8,000	=	8,000
8. Temporary Service PG&E	@ 2,000	=	2,000
9. PT&T cabling	2,400 LF @ 7.50	=	18,000
10. Substructures (boxes, etc)	20 ea @ 200	=	4,000
11. Miscellaneous	Lump Sum		18,000
12. 75 KVA transformers with pad	5 ea @ 2,500	=	12,500
13. 150 KVA transformer	1 ea @ 7,000	=	7,000
	Sub-total		\$216,700
14. Less (1) (3) (4)			<u>100,800</u>
			\$115,900

## b. Sanitary Sewers

1. 4" Force Main (pe)	1,900 LF @ \$12.00	=	\$ 22,800
2. 6" Gravity Main (pe)	180 LF @ 15.00	=	2,700
3. Manhole	1 ea @ 700	=	700
4. 4" lateral	40 LF @ 12.00	=	480
5. Lift Station #3 (2 - 1/4hp)	1 ea @ 9,000	=	9,000
6. Lift Station #4 (2 - 1 1/2hp)	1 ea @ 12,000	=	12,000
7. Lift Station #5 (2 - 1 1/2hp)	1 ea @ 12,000	=	12,000
8. Boat pump out	1 ea @ 3,000	=	3,000
	Sub-total		\$ 62,680

## c. Gas / None

d. Water System

I. Cal-Water (3,000 gpm)

1. 12" main (ACP pipe)	3,100 LF @ \$26.00	=	\$ 80,600
2. 8" main ( " " )	2,430 LF @ .16.00	=	38,880
3. 12" gate valves	4 ea @ 1,500	=	6,000
4. Hydrants	9 ea @ 1,200	=	10,800
5. 4" meter and assembly	1 ea @ 2,000	=	2,000
6. 8" gate valve	4 ea @ 400	=	1,600
7. Replace existing paving	720 SF @ 2.00	=	1,440
8. 4" fire main to pier	60 LF @ 9.00	=	540
9. 3" " " " "	310 LF @ 8.00	=	2,480
10. 4" gate valve	1 ea @ 200	=	200
11. 3" gate valve	4 ea @ 150	=	600
12. Special cover over 12" and 8"	5,530 LF @ 2.00	=	11,060
	Sub-total		<u>\$156,200</u>

II. Marina System

13. 3" service	50 LF @ \$ 8.00	=	\$ 400
14. 2" service	510 LF @ 6.00	=	3,060
15. 3" valves and box	1 ea @ 150	=	150
16. 2" valves and box	5 ea @ 100	=	500
17. 3/4" service	2 ea @ 200	=	400
18. 4" main (ACP)	1,200 LF @ 9.00	=	10,800
19. 4" gate valves	3 ea @ 200	=	600
	Sub-total		<u>\$ 15,910</u>

Total Water \$172,100

Utilities Sub-total \$350,700

10% Contingencies 35,100

Total \$ 385,800

12. Drainage

1. Paved swales (3" AC x 6' width)	2,000 LF @ \$ 6.00	=	\$ 12,000
2. Misc. structures	5 ea @ 600	=	3,000
	Sub-total		<u>\$ 15,000</u>
	10% Contingencies		<u>1,500</u>

Total \$ 16,500

13. Promenade

1. Surfacing	26,900 SF @ \$ 1.00	=	\$ 26,900	
2. Redwood header	2,640 LF @ 2.50	=	6,600	
	Sub-total		\$ 33,500	
	10% Contingencies		3,300	
	Total			\$ 36,800

14. Lighting

## a. Streets

1. Electroliers	19 ea @ \$1,000	=	\$ 19,000	
2. 2" conduit and conductor	2,090 LF @ 6.00	=	12,540	
			\$ 31,540	

## b. Parking

1. Electroliers	8 ea @ \$1,000	=	\$ 8,000	
2. 2" conduit	880 LF @ 6.00	=	5,280	
			\$ 13,280	

c. Promenade - post-top  
electroliers at 100'

1. Electroliers	14 ea @ \$ 500	=	\$ 7,000	
2. 2" conduit and wire	1,340 LF @ 6.00	=	8,040	
			15,040	

Sub-total Lighting	\$ 59,860	
10% Contingencies	5,940	

Total \$ 65,800

15. Landscaping

1. Topsoil over dredge spoil area (9.5 ac x 1' x 1613)	15,300 CY @ \$ 6.00	=	\$ 91,800	
2. Hydromulch (clay cap area including top- soil area)	24 Ac @ 1,000	=	24,000	
3. Promenade area (full treatment)	1.5 Ac @ 30,000	=	45,000	
4. Restaurant/Shops area	4.1 Ac @ 30,000	=	123,000	
	Sub-total		\$285,800	
	10% Contingencies		28,380	

Total \$ 312,200

PRELIMINARY ENGINEER'S ESTIMATE - PHASE I continued

6213-1-1

4/12/77

16. Restrooms

1. Two required

2 ea @ \$30,000 = \$ 60,000  
 10% Contingencies 6,000

Total

\$ 66,000

(Note: One may be funded by fishing pier, or launch ramp grants, etc.)

17. Harbormaster

1. 2-story structure

Lump Sum @ \$60K = \$ 60,000  
 10% Contingencies 6,000

Total

\$ 66,000

18. Dry Storage

- a. 1.18 Acres

1. 8" A.B. over clay cap

1.18 x 43,560

= 51,400 SF @ \$ 0.50 = \$ 25,700

2. Perimeter fence

2,600 LF @ 6.00 = 15,600

\$ 41,300

- b. 1.82 Acres

1. 8" A.B.

79,280 SF @ \$ 0.30 = \$ 23,800

2. Perimeter fence

3,000 LF @ 6.00 = 18,000

\$ 41,800

Subtotal

\$ 83,100

10% Contingencies

8,310

Total

\$ 91,400

TOTAL PHASE I

\$5,149,000

(1977 Prices)

OYSTER POINT MARINA  
PRELIMINARY ENGINEER'S ESTIMATE

PHASE II

1. Dredging / none			
2. Leachate / none			
3. Demolition and removals			
1. Misc. structures and roadway			
	Lump Sum =	\$ 10,000	
	10% Contingencies	<u>.1,000</u>	
	Total		\$ 11,000
4. Earthwork			
1. Import fill - parking area			
	9,600 CY @ \$ 4.00 =	\$ 38,400	
	10% Contingencies	<u>3,840</u>	
	Total		\$ 42,250
5. Revetment			
1. North shore - exist. basin - 8" coarse gravel			
	2,600 CY @ \$ 7.50 =	\$ 19,500	
	10% Contingencies	<u>1,900</u>	
	Total		\$ 21,400
6. Breakwater			
Remedial work as required contingency item			0
7. Berthing (Phase III)			
Repairs a contingency item			0
8. Piers and gates (Phase III)			0
9. Paving			
a. Streets			
1. 8" A.B. 920 LF x 36 =	33,120 SF @ \$ 0.30 =	\$ 9,900	
2. 4" A.B. 920 LF x 24 =	22,080 SF @ 0.20 =	4,400	
3. 2" A.C. 920 LF x 24 =	22,030 SF @ 0.375 =	8,280	
4. Demolish exist. road at beach 600 LF x 30 =	18,000 SF @ 0.50 =	<u>9,000</u>	
			\$ 31,580
b. Parking			
	90,000 SF @ 0.675 =	<u>60,750</u>	
	Sub-total	\$ 92,530	
	10% Contingencies	<u>9,233</u>	
	Total		\$101,550

10. Utilities

a. Power and Telephone (underground)

1. PG&E secondary feeders	6,000 LF @ \$ 9.50	=	\$ 57,000
2. PT&T cabling	660 LF @ 7.50	=	5,000
3. Trenching and backfill	2,400 LF @ 3.00	=	7,200
4. Substructures	18 @ 200	=	3,600
5. Miscellaneous			7,200
6. 75 KVA Transformers	6 ea @ 2,500	=	15,000
7. 150 KVA Transformers	1 ea @ 7,000	=	7,000
	Sub-total Power		<u>\$102,000</u>

b. Sanitary Sewers

1. 4" laterals	140 LF @ \$12.00	=	\$ 1,700
2. City pump station (add on concrete sump 8' dia. x 15' deep)	1 ea @ 16,000	=	16,000
3. Lift Station #1 (reconstruct with pkg. wet well surface mounted pumps, new sump)	1 ea @ 20,000	=	20,000
4. Lift Station #2 (reconstruct with pkg. surface mounted pumps)	1 ea @ 10,000	=	10,000
	Sub-total Sewers		<u>\$ 48,000</u>

c. Gas Main

2" p.e. main	800 LF @ \$10.00	=	\$ 8,000
	Cost of Ownership x 1.3	=	10,400
	Meters, miscellaneous	=	2,600
	Sub-total Gas	=	<u>\$ 21,000</u>

d. Water

Marina System

1. Relocate 4" meter		=	\$ 2,000
2. Pier services	4 ea @ \$ 400	=	1,600
3. 2" service	2 ea @ 400	=	800
4. 3/4" service	2 ea @ 200	=	400
5. Raise valves to grade		=	600
			<u>\$ 5,400</u>

Cal Water System

6. 8" ACP	460 LF @ \$ 16	=	\$ 7,360
7. 8" G.V.	2 ea @ 400	=	800
8. Hydrant	2 ea @ 1,200	=	2,400
Misc. Adj.		=	5,000
			<u>\$15,560</u>

Sub-total Water = \$ 21,000

Sub-total Utilities = \$192,000

10% Contingencies 19,200

211,200

11. Drainage

1. Paved swale	2,000 LF @ \$ 6.00	=	\$ 12,000	
2. Misc. structures	6 ea @ 500	=	3,000	
	Sub-total		\$ 15,000	
	10% Contingencies		1,500	
	Total			\$ 16,500

12. Promenade

1. Paving	28,400 SF @ \$ 1.00	=	\$ 28,400	
2. Redwood header	2,000 LF @ 2.50	=	5,000	
	Sub-total		\$ 33,400	
	10% Contingencies		3,300	
	Total			\$ 36,700

13. Lighting

a. Streets

1. Electroliers @ 110 ft.	6 ea @ \$1,000	=	\$ 6,000	
2. 2" conduit and conductor	660 LF @ 6.00	=	3,960	
			\$ 9,960	

b. Parking

1. Electroliers	5 ea @ \$1,000	=	\$ 5,000	
2. 2" conduit	550 LF @ 6.00	=	3,300	
			\$ 8,300	

c. Promenade and Beach

1. Electroliers 1500/80'	19 ea @ \$ 500	=	\$ 9,500	
2. Conduit	1,500 ea @ 6.00	=	9,000	
			\$ 18,500	

Sub-total Lighting	\$ 36,800	
10% Contingencies	3,700	
Total		\$ 40,500

14. Landscaping

1. Promenade area	0.5 Ac. @ \$30,000	=	\$ 15,000	
2. Beach sand	5,000 CY @ 9.00	=	45,000	
	Sub-total		\$ 60,000	
	10% Contingencies		6,000	
	Total			\$ 66,000

15. Restrooms

Utilize existing				
Relocate one and refurbish	Lump Sum		\$ 10,000	
	10% Contingencies		1,000	
	Total			\$ 11,000

TOTAL PHASE II \$555,100



4/12/77

OYSTER POINT MARINA  
PRELIMINARY ENGINEER'S ESTIMATE

PHASE III (1981-1982)

(1977 Prices)

1. Demolition and Removals

a. Berthing

1. Remove exist. floats	87.0 BF @ \$ 160	=	\$ 13,920	
2. Pull 50' piles (250x50)	12,500 LF @ 2.25	=	28,125	
3. Cut off .50 piles.	50 ea @ 75.00	=	3,750	
			<u>45,795</u>	

b. Misc. structures (piers, etc.)

			\$ 10,000	
	Sub-total		<u>\$ 55,795</u>	
	10% Contingencies		<u>5,580</u>	
				\$ 61,400

2. Dredging

	49,700 CY @ \$ 6.00	=	\$298,200	
	10% Contingencies		<u>29,820</u>	
				\$ 328,000

3. Berthing (wood)

1. Berthing	55,952 SF @ \$18.00	=	1,007,100	
	5% Contingencies		<u>50,400</u>	
	Total			\$1,057,500

4. Piers and Gates

1. Piers	4 ea @ \$12,500	=	\$ 50,000	
2. Gates	4 ea @ 3,500	=	14,000	
	Sub-total		<u>\$ 64,000</u>	
	10% Contingencies		<u>6,400</u>	
	Total			\$ 70,400

5. Utility adjustments

	4 ea @ \$2,000	=	\$ 8,000	
	10% Contingencies		<u>800</u>	
	Total			\$ 8,800

6. Restrooms

	2 ea @ \$30,000	=	\$ 60,000	
	10% Contingencies		<u>6,000</u>	
	Total			\$ 66,000

7. Breakwater

	60,900 SF @ \$ 6.00	=	\$365,400	
	10% Contingencies		<u>36,600</u>	
	Total			\$ 402,000

TOTAL \$1,994,100

EXHIBIT REFERENCE

- EXHIBIT 1            Master Plan for Development  
                         of Oyster Point/Marina Park  
                         prepared by Daniel, Mann,  
                         Johnson & Mendenhall.
- EXHIBIT 2            Construction details and  
                         estimated costs of  
                         construction.
- EXHIBIT 3            Phase I of the Development  
                         Project.
- EXHIBIT 4            Phase II of the Development  
                         Project.
- EXHIBIT 5            Phase III of the Development  
                         Project

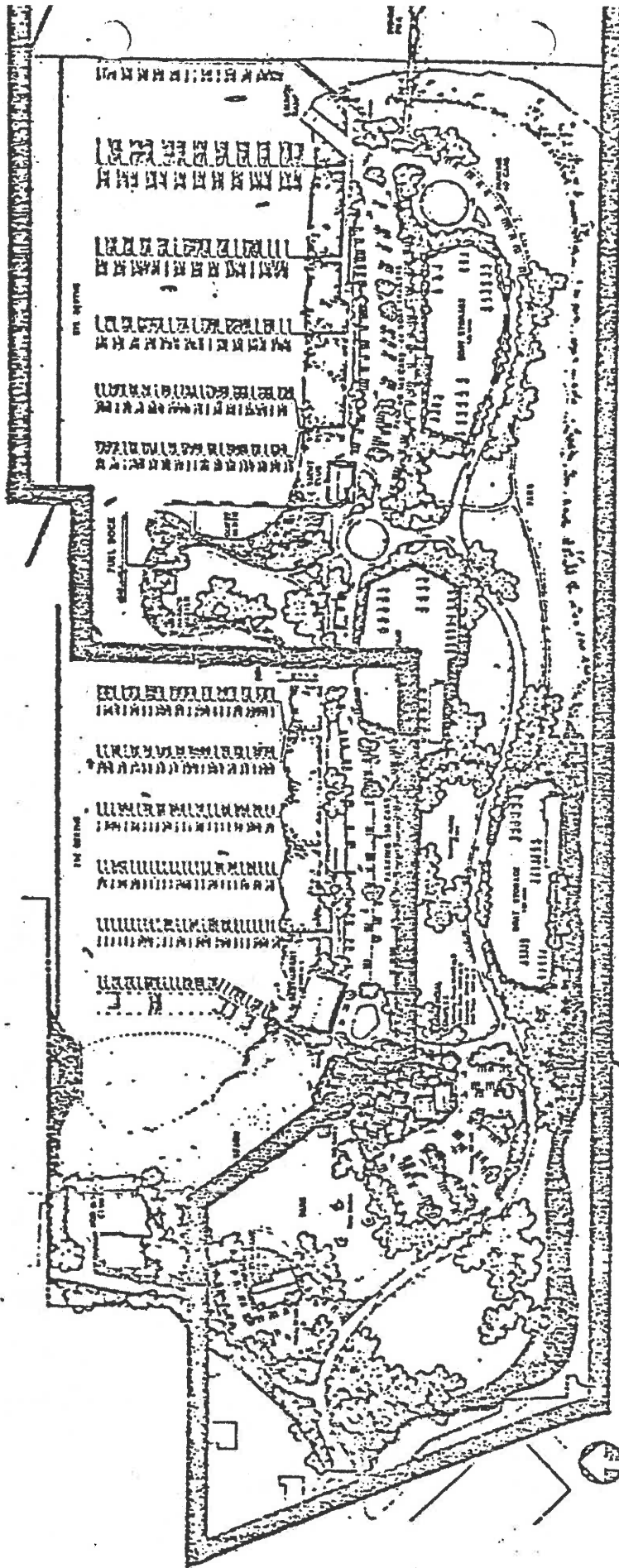
PRELIMINARY ENGINEER'S ESTIMATE

SUMMARY

	1977/78 PHASE I New Basin	1978/79 PHASE II Upgrade Existing Shoreside	TOTAL Phase I and II	PHASE III Existing Basin
Costs				
1. Demolition	\$ -	\$ 11	\$ 11	\$ 61
*Dredging	243	-	243	328
*Leachate	280	-	280	-
*Clay Cap Seal	739	-	739	-
*Earthwork	84	42	126	-
*Revetment	166	21	187	-
New Breakwater	992	-	992	-
Replace Existing Breakwater	402	-	402	-
Berthing	1,318	-	1,318	1,058
Piers and Gates	83	-	83	70
Paving	205	102	307	-
Utilities	386	211	597	9
Drainage	17	17	34	-
Promenade	37	37	74	-
Lighting	66	41	107	-
Landscaping	312	66	378	-
Restrooms	66	33	99	-
Harbormaster	66	-	66	-
Dry Storage	91	-	91	-
Sub total 1977 costs including contingencies	\$5,553	\$ 581	\$6,134	\$1,526
2. Incidental Expenses				
Escalation	459	101	560	
Engineering and Administration			500	
Sub total			\$7,194	
3. **Launching Ramp			100	
4. **Fishing Pier			154	
			\$7,448	

(Include portions of Leachate Control Measures)  
(Parking, amenities, included in other line items)

figures in thousands

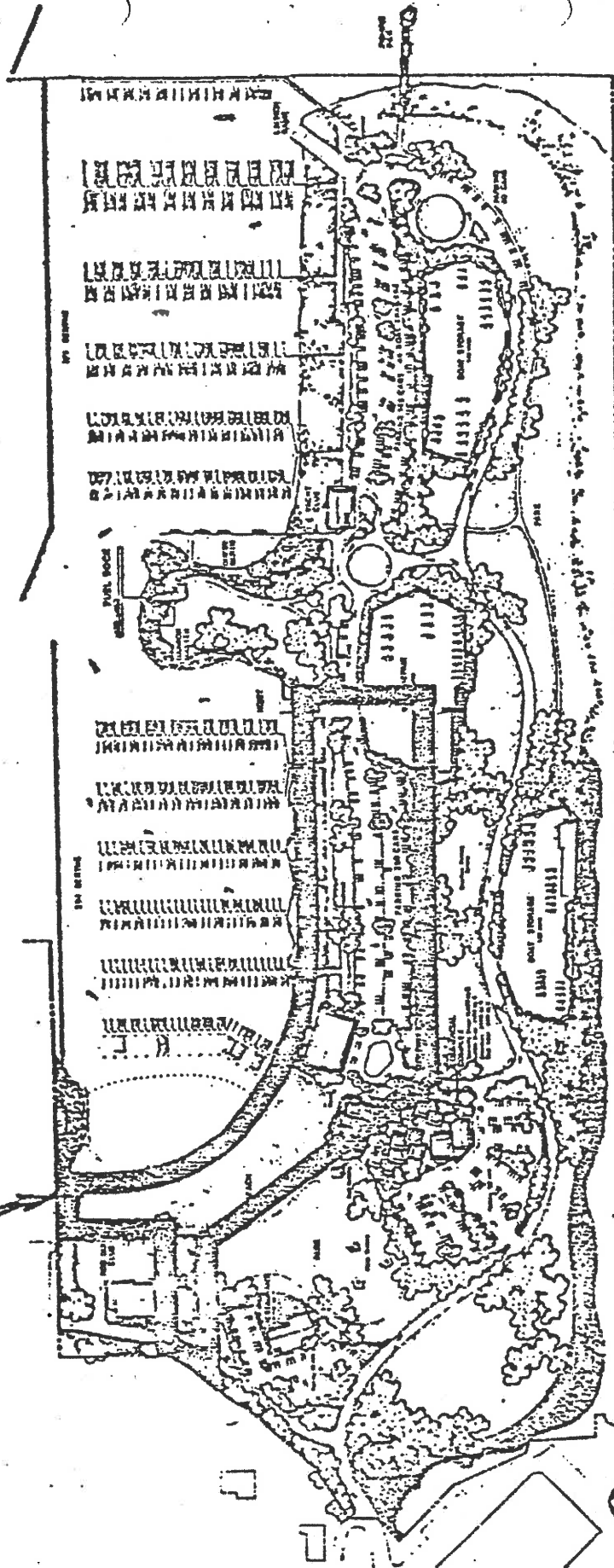


MASTER PLAN  
 OYSTER POINT MARINA PARK  
 City of South San Francisco, California

# PHASE I

Reference is hereby made to the agreement dated September 8, 1975, between DNOD and the City of South San Francisco and an agreement with Daniel, Mann, Johnson & Mendenhall, a corporation, for consulting services related to Oyster Point Marina and Task Order Proposal, Design Oyster Point Marina/Park, Phases I and II, DMJM #6213-2-1, for further definition of the proposed project.

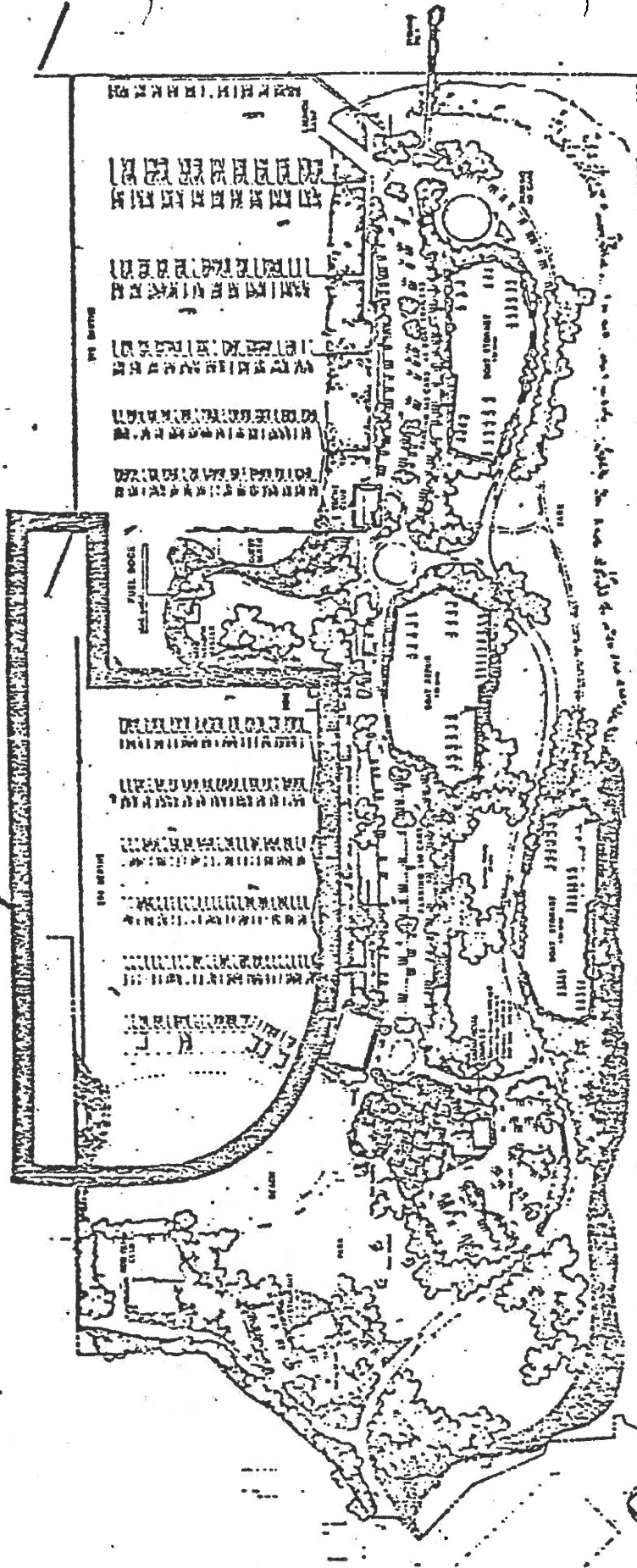
# PHASE II



MASTER PLAN  
OYSTER POINT MARINA PARK  
City of South San Francisco, California

Reference is hereby made to the agreement dated September 8, 1975, between DNOD and the City of South San Francisco and an agreement with Daniel, Mann, Johnson & Mendenhall, a corporation, for consulting services related to Oyster Point Marina and Task Order Proposal, Design Oyster Point Marina/Park, Phases I and II, DMJM #6213-2-1, for further definition of the proposed project.

# PHASE III



MASTER PLAN MARINA PARK  
 OYSTER POINT MARINA PARK  
 City of South San Francisco, California

Reference is hereby made to the agreement dated September 8, 1975, between DNOD and the City of South San Francisco and an agreement with Daniel, Mann, Johnson & Mendenhall, a corporation, for consulting services related to Oyster Point Marina and Task Order Proposal, Design Oyster Point Marina/Park, Phases I and II, DMJM #6213-2-1, for further definition of the proposed project.

: ATTACHMENT A

1979 & 1985 AMENDMENTS

AGREEMENT AMENDING

JOINT POWERS AGREEMENT

THIS AGREEMENT by and between the SAN MATEO COUNTY HARBOR DISTRICT, a Political Subdivision of the State of California, hereinafter referred to herein as "District," and the CITY OF SOUTH SAN FRANCISCO, a Municipal Corporation, hereinafter called "City"

WITNESSETH:

RECITALS:

1. The parties hereto entered into a Joint Powers Agreement effective as of 12:01 a.m., November 11, 1977, and executed on October 21, 1977, by the City of South San Francisco and on October 24, 1977, by the San Mateo County Harbor District, wherein District was to maintain and operate the Oyster Point Marina Park and perform other acts as said Joint Powers Agreement provided.
2. Said Agreement required the District to advance sums in the amount of \$700,000.00, to be repaid from revenues from the project, as described in said Agreement, and further required repayment to the City of \$215,000.00 (with adjustments) which had been advanced by the City; said repayment to be pursuant to a schedule to be developed by the Policy Board.
3. The project cost far exceeded the estimates of engineers and the District has advanced sums in excess of \$700,000.00, and may be required to advance additional sums in order to complete said project.
4. The parties hereto desire to amend said Agreement.

NOW, THEREFORE, said Joint Powers Agreement is hereby amended to provide as follows:

1. District shall be repaid all monies advanced by it including those sums in excess of \$700,000.00 without interest. If revenues in any year hereafter exceed the amount for servicing loans from the State of California, Department of Boating and Waterways (formerly Department of Navigation and Ocean Development), the amounts necessary for reasonable depreciation, as determined in accordance with the terms and provisions of the Joint Powers Agreement, and operating expenses, said excess revenues shall be paid to the District for deposit in the Harbor District's Capital Outlay Fund until the amount advanced by the District has been paid, at which time any such excess funds remaining shall be divided equally among the parties hereto as provided in the Joint Powers Agreement.

2. Provisions for repayment of monies to the City of South San Francisco and the sum of \$700,000.00 to the District as provided in the Joint Powers Agreement, are hereby reaffirmed.

3. Sums to be repaid to the City pursuant to the terms of said Joint Powers Agreement shall be paid from operating revenues from lands, improvements, leaseholds and other revenue generating sources for which the State Lands Commission of the State of California does not require or regulate apportionment or distribution thereof. If there are no such lands, improvements, leaseholds or other revenue generating sources, then said sum shall be repaid to the City pursuant to the Joint Powers Agreement in a manner determined by the Oyster Point Marina/Park Policy Board. It is the intent of the parties hereto that said funds shall be repaid to the General Fund of the City.



4. Paragraph 9 of the Joint Powers Agreement, authorizing the District to lease lands to private developers, is hereby amended to provide that the District may lease lands within the project site to private developers and/or public agencies.

5. Except as amended hereby, the terms and provisions of said Joint Powers Agreement is hereby reaffirmed.

6. This amendment to the said Joint Powers Agreement shall be retroactive and considered effective from the date said Joint Powers Agreement was executed, except as herein expressly provided.

SIGNED: October 11, 1979

CITY OF SOUTH SAN FRANCISCO

By: C. Walter Binkler  
City Manager

ATTEST:

Barbara A. Battaya

SIGNED: October 11, 1979

SAN MATEO COUNTH HARBOR DISTRICT

By: Frank Lee  
FRANK LEE, PRESIDENT

RESOLUTION NO. 119-79

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
AMENDING THE JOINT POWERS AGREEMENT BETWEEN THE  
SAN MATEO COUNTY HARBOR DISTRICT AND THE CITY OF  
SOUTH SAN FRANCISCO - OYSTER POINT MARINA

WHEREAS, the San Mateo County Harbor District, a political subdivision of the State of California, and the City of South San Francisco, a municipal corporation, entered into an agreement effective as of 12:01 a.m. on November 11, 1977, and executed on October 21, 1977 by the City of South San Francisco and on October 24, 1977 by the San Mateo County Harbor District, providing as therein set forth for the development, operation and maintenance of the Oyster Point Marina; and

WHEREAS, the parties desire to amend said Joint Powers Agreement as set forth in the document entitled "Agreement Amending Joint Powers Agreement", a copy of which is attached hereto as Exhibit "A".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of South San Francisco that:

1. Execution.

The City Council authorizes execution of the agreement amending the Joint Powers Agreement, a copy of which attached hereto as Exhibit "A".

2. Signatures.

The City Manager of the City of South San Francisco is authorized to execute said agreement on behalf of the City, and the City Clerk attest his signature thereto.

\* \* \* \*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 3rd day of October, 1979, by the following vote:

AYES: Councilmembers Ronald G. Acosta, Emanuele H. Damonte, Terry J. Mirri, and Roberta Cerri Tenlia

NOES: Councilman William A. Borba

ABSENT: None

ATTEST: /s/ Barbara A. Battaya  
City Clerk

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

Barbara A. Battaya, City Clerk of the City of South San Francisco, County of San Francisco, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco on the 3rd day of October, 1979.

Resolution No. 119-79

The original of which is on file in my office and that I have carefully compared the same with the original.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the City of South San Francisco this 11th day of October, 1979.

BARBARA A. BATTAYA  
City Clerk and Executive Clerk of the City Council of the City of South San Francisco

By Barbara A. Battaya  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

EXHIBIT "A" TO RESOLUTION NOS. 247-85 & RPD-7

ADOPTED November 27, 19 85.

SECOND AGREEMENT AMENDING JOINT POWERS AGREEMENT

THIS SECOND AGREEMENT amending the Joint Powers Agreement by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "DISTRICT") and the CITY OF SOUTH SAN FRANCISCO, a municipal corporation (hereinafter referred to as "CITY") is made and entered into as of this 27th day of November, 19 85.

WITNESSETH:

WHEREAS, on October 24, 1977, the parties hereto entered into a Joint Powers Agreement (hereinafter "Agreement") for the purpose of repairing and/or replacing the existing Marina facilities at Oyster Point and expanding said facilities as described therein, and for the purpose of permitting the DISTRICT to rehabilitate, manage, maintain and operate said existing Marina and construct, manage, maintain and operate the future Marina Development at Oyster Point; and

WHEREAS, said Agreement was amended on October 11, 1979; and

WHEREAS, said Agreement and amendment thereto required the establishment of a POLICY BOARD consisting of five (5) members and charged said Board with the responsibility for making recommendations to the CITY and DISTRICT on all matters of policy relating to the construction, operation, management and maintenance of OYSTER POINT MARINA/PARK and required said Board to exercise certain other powers specifically delegated to it; and

WHEREAS, the parties hereto desire to again amend said Agreement to restructure the POLICY BOARD and exercise its delegated powers;

NOW, THEREFORE, it is agreed:

1. Paragraph 4 amended.

Paragraph 4 of the Agreement is hereby amended to read as follows:

\*4. LIAISON GROUP

To facilitate the accomplishment of the purposes of this Agreement, discussions shall be regularly held between the DISTRICT and the CITY by appointment by each body of representatives to a LIAISON GROUP, consisting of two (2) members who shall be Council Members from the City of South San Francisco, appointed by said Council and two (2) members who shall be HARBOR COMMISSIONERS, appointed by the BOARD OF HARBOR COMMISSIONERS, each to serve at the pleasure of his or her respective agency.

Each member of said LIAISON GROUP shall serve without compensation, but shall be reimbursed actual and necessary expenses from the revenues from said OYSTER POINT MARINA/PARK. Said GROUP shall have responsibility for reporting to the CITY COUNCIL and HARBOR COMMISSION on all matters of policy relating to the construction, operation, management, and maintenance of the OYSTER POINT MARINA/PARK, and such other powers, if any, as are specifically delegated to the GROUP by the DISTRICT and the CITY. The primary purpose of said GROUP is not to be an advisory body, nor is it to present recommendations to either party. It is constituted solely as a means for direct communications, exchange of ideas and reports of plans between the DISTRICT and the CITY. The chief administrative officer, the attorney and engineer of the DISTRICT shall serve as staff to the LIAISON GROUP on all matters involving the

DISTRICT'S responsibility and the chief administrative officer, the attorney and engineer of the CITY shall serve as staff to the GROUP on all matters involving the CITY'S responsibility. Compensation for each staff person shall be the responsibility of the primary employer of said person, but said salary shall be considered as part of the expenses of the OYSTER PARK MARINA/PARK incurred for the maintenance and operation to be reimbursed from operating revenues, pursuant to Paragraph 12 hereof."

2. Paragraph 5 amended.

The last sentence of Paragraph 5 of the Agreement is hereby amended to read as follows:

"However, pursuant to this Agreement, ultimate financial responsibility rests with the HARBOR DISTRICT and for this reason, if there is disagreement between the CITY and the DISTRICT as to the manner in which the project will be constructed, managed, maintained or operated, the final decision as to said matters shall be made by the BOARD OF HARBOR COMMISSIONERS of the SAN MATEO COUNTY HARBOR DISTRICT."

3. Paragraph 6 amended.

Paragraph 6 of the Agreement is hereby amended to read as follows:

"6. METHOD BY WHICH CONSTRUCTION PHASES OF THE PROJECT WILL BE ACCOMPLISHED

(a) Plans and Specifications: The project may be constructed in three initial phases as set forth in the Agreement between CITY and the former State of California Department of Navigation and Ocean Development ("DNOD") dated September 8, 1975, the proposed Master Plan (as amended), and the OYSTER POINT MARINA/PARK Specific Plan adopted by the CITY on September 21, 1983, and as said Specific Plan may be amended from time to time. The DISTRICT has already contracted with engineers

for the preparation of proposed project plans and specifications. Plans and specifications for the proposed project have been prepared under the supervision and direction of the DISTRICT and paid for by the DISTRICT from DISTRICT funds or loan funds received from DNOD'S successor, the State of California Department of Boating and Waterways ("CAL-BOATING"). Upon completion of said plans and specifications, and for any future plans and specifications, the same shall be reviewed and approved by the BOARD OF HARBOR COMMISSIONERS of the HARBOR DISTRICT and the CITY COUNCIL of the City of South San Francisco.

(b) Award of Contract: Upon review and approval of said plans and specifications by the DISTRICT and CITY staffs and the governing bodies of each of said agencies, subject to Paragraph 6 (a) above, the DISTRICT shall call for competitive bids. The contract shall be awarded by the DISTRICT to the lowest responsive and responsible bidder.

(c) Construction. Construction of said work of improvement shall be under the supervision and direction of the DISTRICT. The engineers of the DISTRICT shall consult with engineers for the CITY during the construction process. The engineers of the CITY shall have access to the construction site, the power to inspect the same during the course of construction, and upon request shall be furnished all plans and specifications prepared by the DISTRICT for their review and comment.

(d) Project Site: The said project shall be constructed partially on lands owned in fee by the CITY and partially on tidelands and submerged lands and nothing set forth herein shall be construed as vesting any ownership in any of said lands in the HARBOR DISTRICT."

4. Paragraph 7 (b) amended.

The last sentence of Paragraph 7 (b) of the Agreement is hereby amended to read as follows:

"In the event that said employees fail to perform their services and duties adequately and in accord with personnel requirements of the CITY, said employees may be discharged in accordance with the personnel rules and procedures of the CITY at the request of the DISTRICT."

5. Paragraph 9 amended.

Paragraph 9 of the Agreement is hereby amended to read as follows:

"9. LEASES

DISTRICT may lease all or any portion of the existing marina, the lands within the project site or the project as completed, to private developers and/or public agencies subject to the approval of CAL-BOATING and the CITY. The revenues from any such lease or leases shall be considered as operating revenues."

6. Paragraph 10 amended.

Paragraph 10 of the Agreement is hereby amended to read as follows:

"10. ACCOUNTING RECORDS

(a) DISTRICT shall maintain account books and financial records to show the revenues and expenses of the OYSTER POINT MARINA/PARK. Said records shall prorate expenses of the DISTRICT where said expenses are attributable in part to other DISTRICT functions. Said prorations shall be subject to review by the CITY.



(b) CITY shall maintain account books and records to show the expenses to the CITY for providing municipal services to said project. Said records shall prorate expenses where said expenses are attributable in part to other CITY functions. Said prorations shall be subject to review by the DISTRICT.

(c) DISTRICT shall render a semi-annual report concerning the financial affairs of the OYSTER POINT MARINA/PARK."

7. Paragraph 11 amended.

The first sentence of Paragraph 11 of said Agreement is hereby amended to read as follows:

"DISTRICT shall maintain minimum insurance required by CAL-BOATING in accord with the Agreement with said Agency and such other insurance and in such amount as may be considered necessary by the DISTRICT and the CITY."

8. Paragraph 12 amended.

Paragraph 12 of said Agreement is hereby amended to read as follows:

"12. DIVISION OF REVENUE

(a) Operating revenues received from the OYSTER POINT MARINA/PARK shall be used to repay loans from CAL-BOATING (formerly DNOD) including the existing loans, if any, to the CITY and the expenses and costs of management, operation and maintenance of the project.

(b) Operating revenues in excess of those required for debt service and operating costs and expenses as provided above shall be held in a reserve account subject to the terms and provisions of the loan agreement with CAL-BOATING. After satisfaction of the yearly requirements under the loan agreement with CAL-BOATING, and during the term of said agreement, with CAL-BOATING'S consent, said excess funds shall be held or disbursed as follows:

(1) The CITY and the DISTRICT shall establish a reasonable depreciation schedule for the various elements of the project and a portion of such excess funds shall be deposited in an account with a financial institution or invested in approved and authorized investments to be used as needed to meet the cost and replacement in accordance with the said depreciation schedule. Any income or profits from said fund or investments shall be added thereto. The maximum reserve to be so maintained shall be determined by the parties hereto.

(2) The CITY shall be paid the sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00) (the amount of the CITY'S investment in the existing MARINA from the CITY'S General Fund) less the amount to be paid CITY for personal property pursuant to to Paragraph 15. The DISTRICT shall be paid:

(i) The amount of the DISTRICT'S capital investment in the completed project,

(ii) TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) which was advanced to the CITY for planning purposes,

(iii) The amount paid to CITY for personal property pursuant to Paragraph 15, and

(iv) Sums advanced by the DISTRICT during the term of this agreement from its General Fund for loan service fees or maintenance and operation.

A schedule for repayment of said items shall be developed by the parties hereto subject to modification from time to time.

ATTACHMENT A

2005 AMENDMENT

**THIRD AMENDMENT AMENDING JOINT POWERS AGREEMENT**

THIS THIRD AGREEMENT amending the Joint Powers Agreement by and between the SAN MATEO COUNTY HARBOR DISTRICT (the "DISTRICT") AND THE CITY OF SOUTH SAN FRANCISCO (the "CITY") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005.

**WITNESSETH:**

**WHEREAS**, on October 24, 1977, the parties hereto entered into a Joint Powers Agreement (the "Agreement") for the purpose of repairing and/or replacing the existing Marina facilities at Oyster Point and expanding said facilities as described therein, and for the purposes of permitting the DISTRICT to rehabilitate, manage, maintain and operate said existing Marina and construct, manage, maintain and operate the future Marina Development at Oyster Point; and

**WHEREAS**, said Agreement was amended on October 11, 1979 and November 27, 1985; and

**WHEREAS**, the Agreement clearly states that the CITY retains fee ownership of the Property, and that any loans undertaken by the DISTRICT are the sole responsibility of the DISTRICT and that the DISTRICT shall hold CITY harmless for any costs to the CITY resulting therefrom; and

**WHEREAS**, the DISTRICT seeks to consolidate its loans with the California Department of Boating and Waterways (the "DBW") and the CITY seeks to ensure that its fee ownership of the Property is not encumbered as security for such a loan;

**NOW, THEREFORE**, it is agreed:

**I. Section 13 is amended.**

**13. RESPONSIBILITY FOR LOAN REPAYMENT — HOLD HARMLESS CLAUSE**

**(a) Hold Harmless Clause.**

Except as expressly provided herein, *except as may be separately agreed to in writing by the District and the City*, the CITY shall not be responsible for any of the expenses related to the OYSTER POINT MARINA/PARK and specifically CITY shall not be responsible for the following: (1) costs of construction, including plans, specifications, and engineering; (2) economic studies incurred hereafter; (3) repayment of the existing loans incurred by CITY for construction of the existing marina at OYSTER POINT; (4) any loans incurred for future developments at said site in accord with the Exhibits attached hereto; and (5) for any costs of operation and maintenance except as expressly provided herein. In the event operating revenues are not sufficient to service said loans or pay costs of operation and maintenance, **the DISTRICT shall assume responsibility for and make all payments due thereon and shall hold CITY harmless from any liability for said loans or costs of maintenance and operation.**

(b) Loan Security.

*The DISTRICT shall not provide ownership, entry, possession, maintenance, or other control of OYSTER PARK as security for any loan.*

II. In all other respects, the Joint Powers Agreement and the First and second Amendments thereto are hereby affirmed.

IN WITNESS WHEREOF, the parties hereto, first being duly authorized, have executed this Third Agreement amending Joint Powers Agreement as of the date and year first above written.

SAN MATEO COUNTY HARBOR DISTRICT

\_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

\_\_\_\_\_  
Mayor

SOUTH SAN FRANCISCO PARK RECREATION AND PARKWAY DISTRICT

\_\_\_\_\_  
Ex Officio Chairman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 20-2005

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION APPROVING A THIRD AMENDMENT TO THE  
JOINT POWERS AGREEMENT BETWEEN THE SAN MATEO COUNTY  
HARBOR DISTRICT AND THE CITY OF SOUTH SAN FRANCISCO

WHEREAS, staff recommends approval of a Third Amendment to the Joint Powers Agreement between the San Mateo County Harbor District and the City of South San Francisco.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South San Francisco that the City Council hereby approves a Third Amendment to the Joint Powers Agreement between the San Mateo County Harbor District and the City of South San Francisco. The Agreement is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of South San Francisco.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 23<sup>rd</sup> day of February 2005 by the following vote:

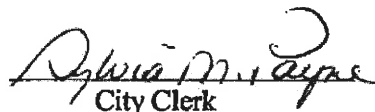
AYES: Councilmembers Richard A. Garbarino, Pedro Gonzalez, and Karyl Matsumoto,  
and Mayor Pro Tem Joseph A. Fernekes

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Raymond L. Green

ATTEST:

  
City Clerk



## ATTACHMENT B

### POSSIBLE TERMS

#### **Attachment B: Possible Terms of New Joint Powers Agreement**

Study Session on City-Harbor District Joint Powers Agreement

April 17, 2017

#### **Term 1: Geographic Boundaries for Operational Control**

- a. Water Side
  - District has all water side, including the marina.
  - Dock landings, boat landings and boat ramps wherever located.
- b. Land Side
  - City west of the ferry terminal.
  - District east of the ferry terminal.
  - See attached map (Attachment C to Study Session staff report).

#### **Term 2: Operation and Maintenance**

- a. District to O&M water side marina
  - Includes dock ramp landings
- b. City to O&M land side west of the ferry terminal
  - Beach, open space, hotel sites
  - Bay trail, parking lots, etc.
- c. District to O&M land side east of the ferry terminal
  - Open space, bay trail, parking lots, etc.
- d. District to O&M land side bulb area where the District office is currently located. Should the Harbor Master's office be relocated, then O&M shall rest with the City.
- e. District to O&M guest boat dock.
- f. City and District create a separate MOU for shared maintenance services
  - Separate from the JPA, but called for in the JPA
  - City: O&M landscaping, parking lot maintenance, lighting, bay trail
  - District: O&M bathroom and showers
  - Revisit MOU at least every 5 years to adjust costs if necessary

#### **Term 3: Capital Improvements by SMCHD**

- a. 5 year total District investment: \$8.98M forecast.
  - Docks 12, 13, 14 to be replaced
  - Dredging maintenance continued
- b. 2022 beyond: \$7M forecast (continue with dock replacement until all have been replaced).

#### **Term 4: Fuel Dock, Lines and Tank**

- a. Desired End State
  - District to O&M the fuel dock, lines, tank and all associated fuel equipment.
  - District to staff and operate the fueling operation.
- b. Condition of Fuel System
  - Parties are still exploring the current condition of the fuel system and documenting all needed repairs and/or needed replacement.
  - Parties are still in discussions concerning the most effective means to effect any needed repairs and/or replacement of the fuel system.

#### **Term 5: Sea Level Rise and Landfill Subsidence**

- a. City responsible for protecting the land side against sea level rise.
- b. City responsible for repairing any impacts of landfill subsidence.

#### **Term 6: Length of JPA**

- a. 49 year term, consistent with term of original JPA, and sufficient to ensure adequate District return on investment for the capital investments anticipated at Oyster Point Marina.

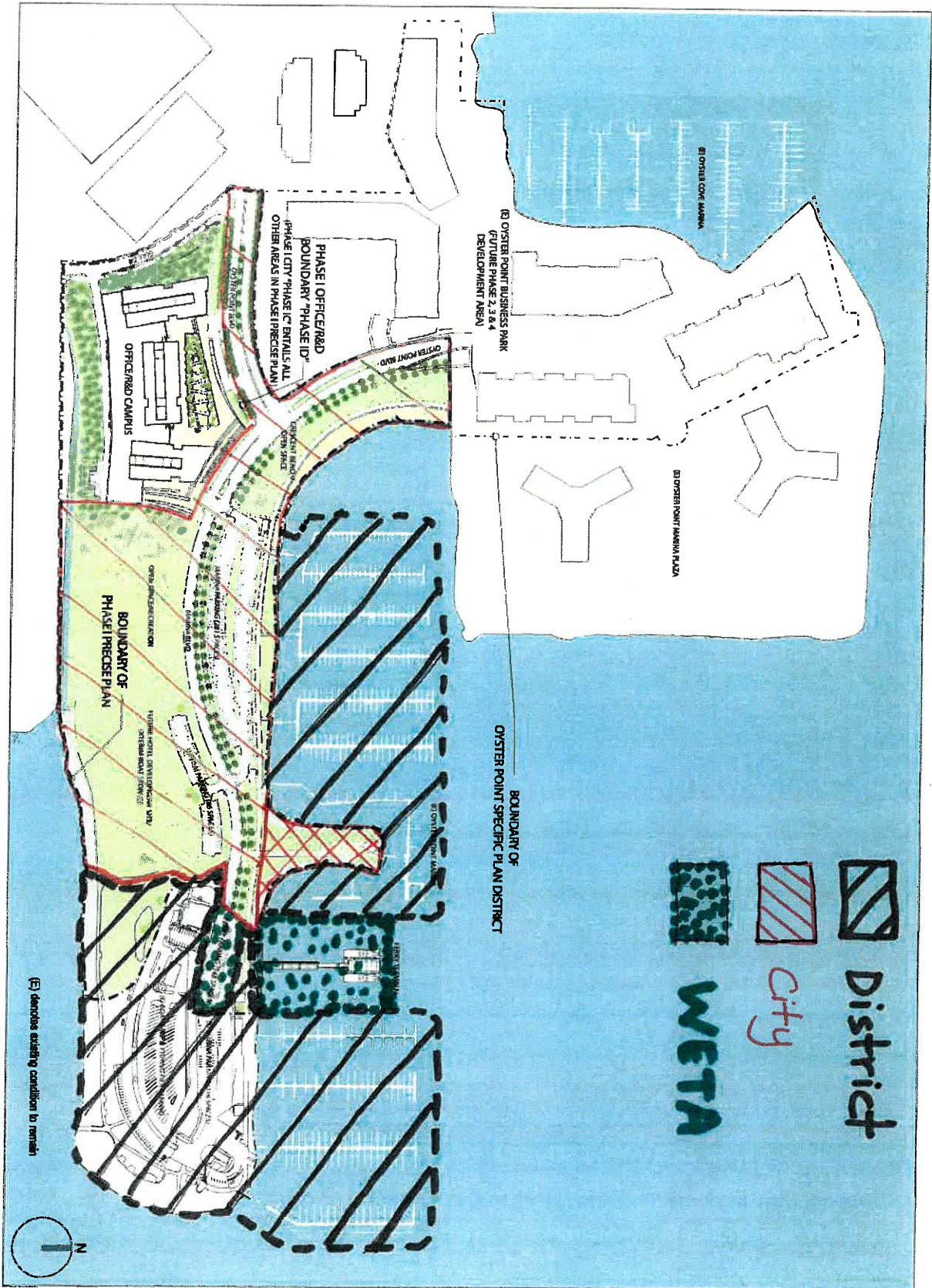
#### **Term 7: Governance**

- a. City Council policy decisions for City.
- b. District Commission policy decisions for District.
- c. Liaison Committee (2 members each from Council and Commission) serves as working committee on behalf of Council and Commission.

#### **Term 8: Future Land Planning**

- a. Land uses in Phase IC are open space and hotel per 2011 MOU.
- b. Land uses in Phase IIC are TBD subject to joint visioning effort by SSF and the District. City approved joint planning effort for \$300K. Committed land uses include:
  - Ferry terminal and parking
  - Yacht club
  - District maintenance facility
  - Bay trail
  - 40,000 sq. ft. of District commercial space
  - 3,600 sq. ft. of District office
  - Boat ramp, 50 vehicular/trailer parking spots, 20 regular parking spots and bathroom (required until 2025/26 due to previously received grant)





OYSTER POINT, South San Francisco  
Phase I Precise Plan

DRAFT February 23, 2011

### Phase I Conceptual Site Plan



7

Parkins + Hill  
Steven Shihuneberg  
Alicia Han  
AHSU  
AHSU Engineering  
FPD  
Treaswell & Scoll

