



# AGENDA

## CITY COUNCIL

### CITY OF SOUTH SAN FRANCISCO

REGULAR MEETING  
MUNICIPAL SERVICE BUILDING  
COMMUNITY ROOM

WEDNESDAY, FEBRUARY 23, 2005  
7:30 P.M.

#### PEOPLE OF SOUTH SAN FRANCISCO

You are invited to offer your suggestions. In order that you may know our method of conducting Council business, we proceed as follows:

The regular meetings of the City Council are held on the second and fourth Wednesday of each month at 7:30 p.m. in the Municipal Services Building, Community Room, 33 Arroyo Drive, South San Francisco, California.

Public Comment: For those wishing to address the City Council on any Agenda or non-Agendized item, please complete a Speaker Card located at the entrance to the Council Chamber's and submit it to the City Clerk. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. California law prevents the City Council from taking action on any item not on the Agenda (except in emergency circumstances). Your question or problem may be referred to staff for investigation and/or action where appropriate or the matter may be placed on a future Agenda for more comprehensive action or a report. When your name is called, please come to the podium, state your name and address (optional) for the Minutes. **COMMENTS ARE LIMITED TO THREE (3) MINUTES PER SPEAKER.** Thank you for your cooperation.

The City Clerk will read successively the items of business appearing on the Agenda. As she completes reading an item, it will be ready for Council action.

RAYMOND L. GREEN  
Mayor

JOSEPH A. FERNEKES  
Mayor Pro Tem

RICHARD A. GARBARINO, SR.  
Councilman

PEDRO GONZALEZ  
Councilman

KARYL MATSUMOTO  
Councilwoman

RICHARD BATTAGLIA  
City Treasurer

SYLVIA M. PAYNE  
City Clerk

BARRY M. NAGEL  
City Manager

STEVEN T. MATTAS  
City Attorney

**PLEASE SILENCE CELL PHONES AND PAGERS**  
HEARING ASSISTANCE EQUIPMENT AVAILABLE FOR USE BY THE HEARING IMPAIRED AT CITY COUNCIL MEETINGS



# Staff Report

DATE: February 23, 2005

TO: Honorable Mayor and City Council

FROM: Marty Van Duyn, Assistant City Manager

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

## RECOMMENDATION

**Adopt 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.**


## BACKGROUND/DISCUSSION

Pursuant to the Joint Powers Agreement between the City and the San Mateo County Harbor District, the District is authorized to enter into agreements with the State to refinance existing loan obligations. The District recently submitted the refinancing loan documents to the City for review. As part of the review, staff reviewed the Joint Powers Agreement for consistency with the terms of the loan documents. In order to ensure the City is not required to permit the State to possess or control City property in the event of the District's default, staff recommended changes to the Joint Powers Agreement. The amendment to the Joint Powers Agreement adds subsection (b) to Section 13, RESPONSIBILITY FOR LOAN REPAYMENT, to provide that the District may not provide ownership, entry, possession, maintenance, or other control of OYSTER POINT MARINA PARK as security for any loan. The District approved those changes on February 2, 2005.

## CONCLUSION

Staff recommends that the City Council approve the Third Amendment to the Joint Powers Agreement as attached.

  
Marty Van Duyn  
Assistant City Manager

  
Barry M. Nagel  
City Manager

Attachment: Resolution  
Third Amendment to Joint Powers Agreement

RESOLUTION NO. \_\_\_\_\_

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.

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 \_\_\_\_\_ meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2005 by the following vote:

AYES: \_\_\_\_\_

\_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**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

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CITY OF SOUTH SAN FRANCISCO

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Mayor

SOUTH SAN FRANCISCO PARK RECREATION AND PARKWAY DISTRICT

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Ex Officio Chairman

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney