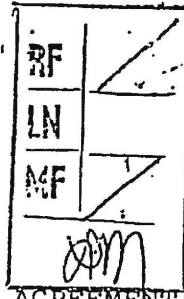


SAN MATEO COUNTY HARBOR DISTRICT
#1 JOHNSON PIER
HALF MOON BAY, CA 94019



JOINT POWERS AGREEMENT

SAN MATEO COUNTY HARBOR DISTRICT

AND

CITY OF SOUTH SAN FRANCISCO

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municipal corporation, hereinafter called "CITY", entered into a Joint Powers Agreement on July 6, 1977, which has been rescinded and the parties enter into this Joint Powers Agreement in lieu thereof.

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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

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RECORDED AT REQUEST OF
San Mateo County Harbor District
OCT 15 3 34 PM 1984
MARVIN DUNN RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

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

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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,

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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.

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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

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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.

(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

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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.

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(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,

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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

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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:

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(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,

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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

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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

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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.

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(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

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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.

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EXECUTED IN TRIPLICATE:

SIGNED: October 21st, 1977 CITY OF SOUTH SAN FRANCISCO

By: C. Walter Birkelo

ATTEST:

SIGNED: October 21st, 1977 SAN MATEO COUNTY HARBOR DISTRICT

By: Charles J. Boerio AKA C. BOERIO

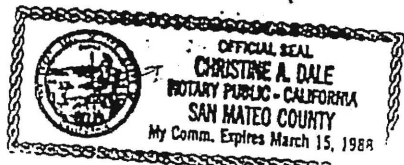
DESCRIBING-WITNESS ACKNOWLEDGMENT ("WITNESS JURAT")

NO 204

State of California
County of San Mateo } SS.

On this the 15th day of October 19 84, before me, the undersigned Notary Public, personally appeared Ronald D. McClellan (name of witness).

personally known to me
 proved to me on the oath/affirmation of a credible witness, whom I know personally, to be the person whose name is subscribed to the within instrument as witness thereto, and who swore or affirmed before me that he (he/she) personally knows C. Walter Birkelo/C. Boerio (name of signer not appearing before Notary) to be the individual whose name is subscribed to the within instrument as principal and witnessed that individual sign the same and acknowledge signing it freely for the purposes therein contained.



WITNESS my hand and official seal.
Christine A. Dale
Notary's Signature

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

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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

RECORDER'S MEMO:
 POOR RECORD IS DUE TO
 QUALITY OF ORIGINAL DOCUMENT

OYSTER POINT MARINA
PRELIMINARY ENGINEER'S ESTIMATE

PHASE I

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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

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POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

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	\$ 7,333

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	\$579,240

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	9,300 CY @ 2.25 =	20,925
	Sub-total	\$ 60,645

c. Methane Gas Control

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

Total \$ 739,200

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RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

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	57,800 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	850 CY @ \$ 2.25 =	\$ 1,875
2. 8" coarse gravel	2,010 CY @ 7.50 =	15,075
	Sub-total	\$ 16,950

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

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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

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10. Paving (continued)

b. Parking

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

115,400 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) 100,800
 \$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

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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		\$156,200

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		\$ 15,910

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		\$ 15,000
	10% Contingencies		1,500

Total \$ 16,500

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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	\$283,800
	10% Contingencies	28,380
	Total	\$ 312,200

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16. Restrooms

1. Two required	2 ea @ \$30,000 =	\$ 60,000
	10% Contingencies	<u>6,000</u>
	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	<u>6,000</u>
	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	= <u>15,600</u>
			\$ 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	= <u>18,000</u>
			\$ 41,800

Subtotal	\$ 83,100
10% Contingencies	<u>8,310</u>

Total	\$ 91,400
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TOTAL PHASE I \$5,149,000

(1977 Prices)

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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 =	22,080 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	\$ 92,330	
	10% Contingencies	<u>9,233</u>	
	Total		\$ 101,550

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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

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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 1500/50'	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

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TOTAL PHASE II \$555,100

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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		\$ 55,795	
	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>	

\$ 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		\$ 64,000	
	10% Contingencies		<u>6,400</u>	

\$ 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

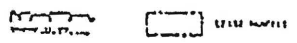
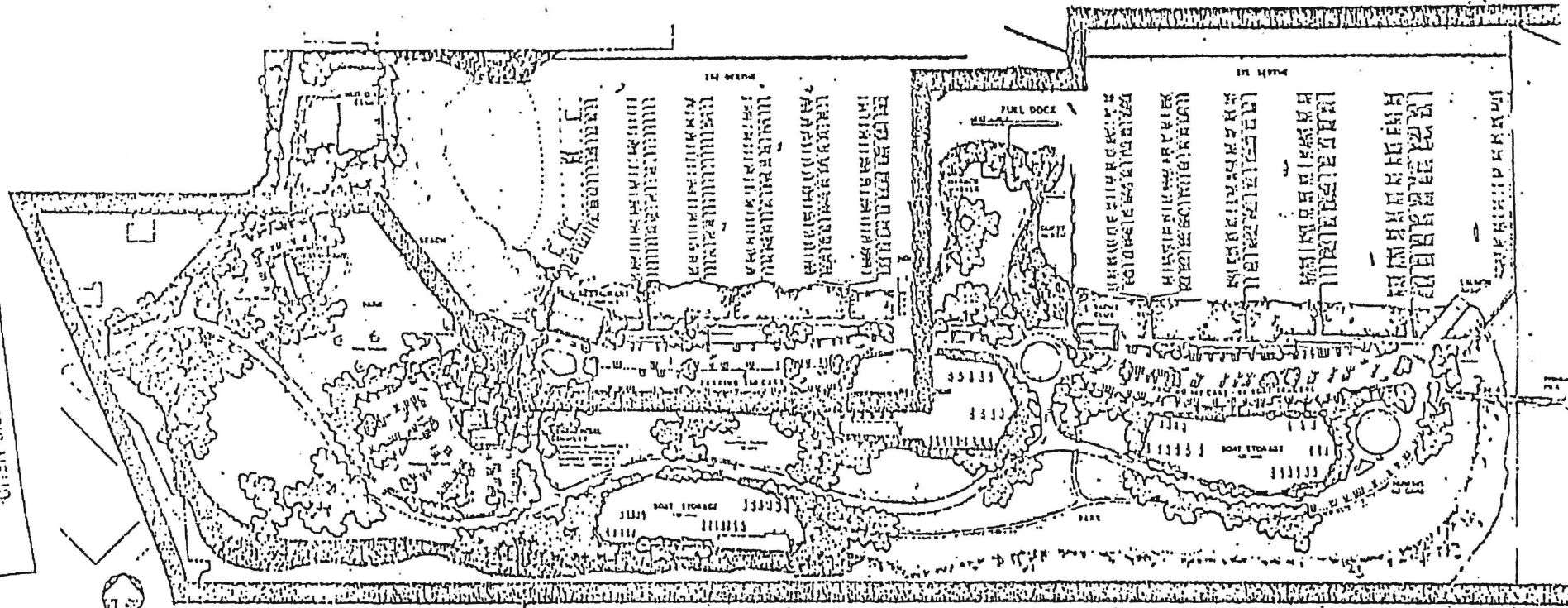
	60,900 SF @ \$ 6.00	=	\$ 365,400	
	10% Contingencies		<u>36,600</u>	
	Total			\$ 402,000

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TOTAL \$ 1,994,100

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RECORDER'S MARK:
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QUALITY OF COPY OF DOCUMENT



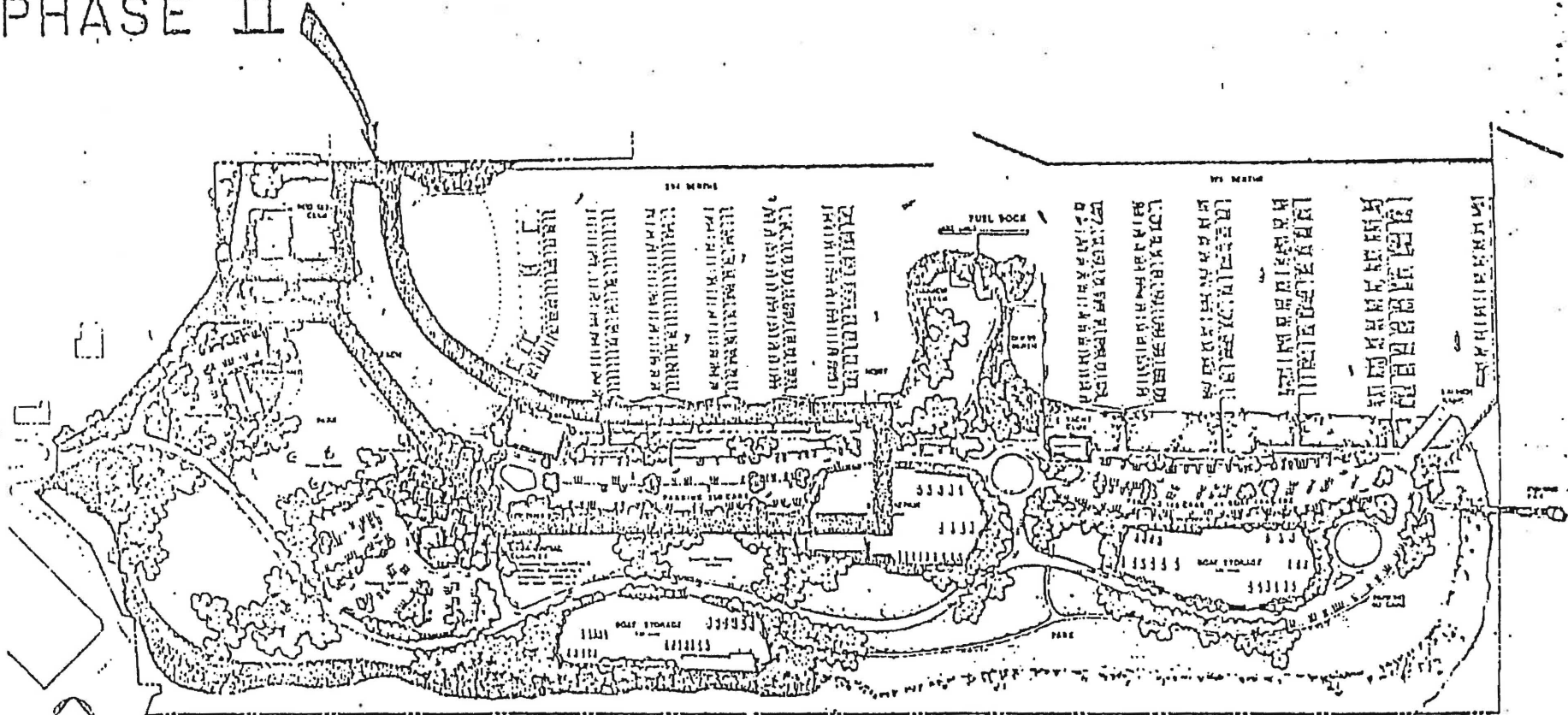
MASTER PLAN
OYSTER POINT MARINA PARK
City of South San Francisco, California

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

RECORDER'S MEMO:
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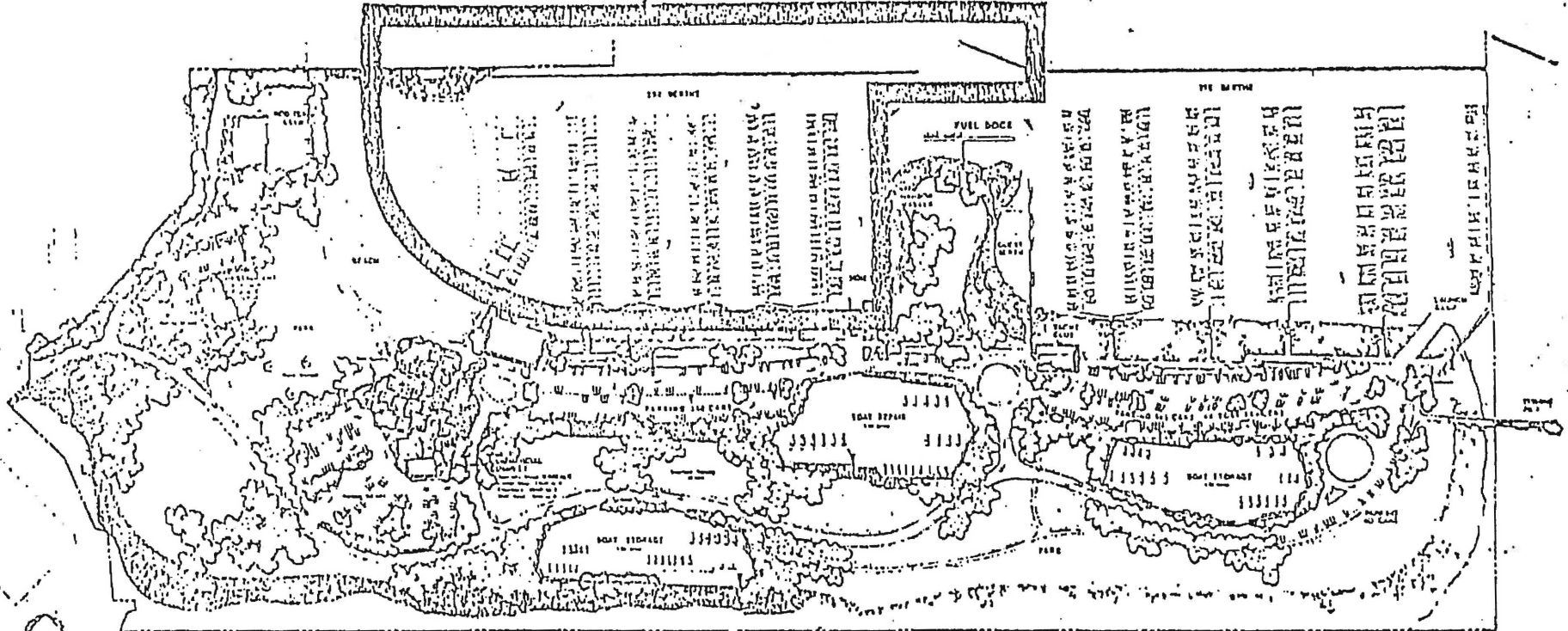
MASTER PLAN
OYSTER POINT MARINA PARK
City of South San Francisco, California

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EXHIBIT 4

00011170

PHASE III



RECORDER'S MEMO:
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QUALITY CONTROL REQUIREMENT



1:100 SCALE

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.

EXHIBIT 5

84111706

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: 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 N. Damonte, Terry J. Mirri, and Roberta Cerri Tealia
NOES: Councilman William A. Borba
ABSENT: None

ATTEST: /s/ Barbara A. Battaya
City Clerk

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

I, Barbara A. Battaya, City Clerk of the City of South San Francisco, County of San Mateo, State of California, do hereby certify that the foregoing Resolution is a true and correct copy of the original as the same appears on the records of the City of South San Francisco.

Resolution No. 119-79

I have compared the original of which is on file in my office and find 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 Oct. 1979

BARBARA A. BATTAYA
City Clerk and Ex-officio 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.

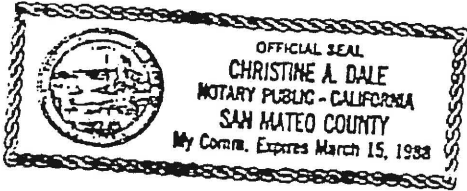
State of CALIFORNIA }
County of SAN MATEO } SS.

On this the 4th day of DECEMBER, 1985, before me,

CHRISTINE A. DALE

the undersigned Notary Public, personally appeared

JEAN J. FLOCKS



personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
President
or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

Notary's Signature

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91367

State of CALIFORNIA }
County of SAN MATEO } SS.

On this the 12th day of DECEMBER, 1985, before me

JOSEPH N. FIGUEIREDO NOTARY PUBLIC

personally appeared ROBERTA CERRI TEGLIA
personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person who executed
this instrument as MAYOR
of THE CITY OF SOUTH SAN FRANCISCO
and acknowledged to me that
THE CITY OF SOUTH SAN FRANCISCO executed it.

WITNESS my hand and official seal

Notary's Signature

CIVIL CODE SECTION 1191 - Public Corporation, Agency or Political Subdivision Acknowledgment

State of CALIFORNIA }
County of SAN MATEO } SS.

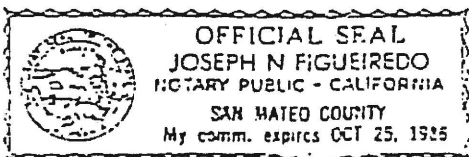
On this the 12th day of DECEMBER, 1985, before me

JOSEPH N. FIGUEIREDO NOTARY PUBLIC

personally appeared ROBERTA CERRI TEGLIA
personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person who executed
this instrument as EX OFFICIO CHAIRMAN
OF SOUTH SAN FRANCISCO PARK RECREATION AND PARKWAY DISTRICT
and acknowledged to me that
THE CITY OF SOUTH SAN FRANCISCO executed it.

WITNESS my hand and official seal

Notary's Signature



(Any excess funds remaining sh. l be divided
equally between the parties hereto.

9. Except as specifically provided for above, any reference in said Agreement
or said Agreement amending the Joint Powers Agreement to POLICY BOARD or
BOARD is hereby amended to read as follows:

"LIAISON GROUP"

10. Except as specifically provided for above, any reference in said Agreement
or said Agreement amending Joint Powers Agreement to DNOD is hereby amended
to read as follows:

"CAL-BOATING"

This change reflects the fact that the State of California Department of
Navigation and Ocean Development has been replaced by the State of Calif-
ornia Department of Boating and Waterways.

11. Except as specifically amended herein, the terms and conditions of the
Agreement and the Agreement amending Joint Powers Agreement shall remain
unchanged and are hereby ratified and reaffirmed by the parties hereto.

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

SAN MATEO COUNTY HARBOR DISTRICT

By: Jean J. Stock

CITY OF SOUTH SAN FRANCISCO

ATTEST:

Barbara A. Battaya
City Clerk

By: Roberta Cusi Teglia
Mayor

SOUTH SAN FRANCISCO PARK RECREATION
AND PARKWAY DISTRICT

ATTEST:

Barbara A. Battaya
City Clerk

By: Roberta Cusi Teglia
Ex Officio Chairman