

REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND
THE SAN MATEO COUNTY HARBOR DISTRICT
REGARDING MAINTENANCE OF THE OYSTER POINT
MARINA BREAKWATER WALL

This Reimbursement Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between the San Mateo County Harbor District ("District") and City of South San Francisco ("City") (together the "Parties").

RECITALS

WHEREAS, District and City entered into a Joint Powers Agreement ("JPA") which expires on November 11, 2026. Pursuant to the JPA, the District operates the Oyster Point Marina ("Marina"), which is located in and owned by the City, on the City's behalf; and

WHEREAS, the District entered into a Project Cooperation Agreement ("PCA") with the Department of the Army on JUNE 21, 2007 for the removal of a portion of the existing breakwater wall and construction of a new breakwater wall at the Marina (the "Improvements"). The District entered into the PCA with the Department of the Army as the Local Sponsor of the application to construct the Improvements; and

WHEREAS, the PCA provides that the District, as the Local Sponsor, may at some time in the future be responsible for maintenance of the Improvements for the remaining life of those Improvements, which may be longer than the term of the JPA; and


WHEREAS, if the JPA terminates before the end of the life of the Improvements, and the District and City do not renew the JPA, then the City will resume operational control of the Marina, and the City, and not the District, will be collecting the revenue from the operation of the Marina.

AGREEMENT

Now, therefore, on the basis of the foregoing Recitals, which are true and correct and hereby incorporated into this Agreement, the City and the District agree that, if the life of the Improvements extends beyond the expiration of the JPA, and the District is required to undertake maintenance of the Improvements, the City shall reimburse the District for all expenditures associated with the maintenance of the Improvements as described herein and more fully described in the PCA.


IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

DISTRICT



Peter Grenell, General Manager

CITY



Barry M. Nagel, City Manager

ATTEST

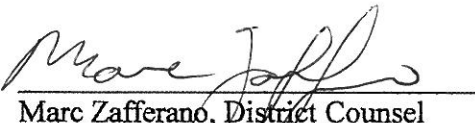


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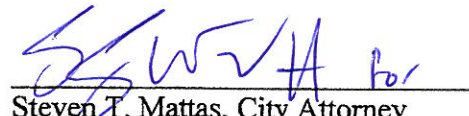


[name], City Clerk - Deputy

APPROVED AS TO FORM



Marc Zafferano, District Counsel



Steven T. Mattas, City Attorney

Resolution 18-07

To

Approve Reimbursement Agreement Between San Mateo County Harbor District and City of South San Francisco

Whereas, The San Mateo County Harbor District ("District") and the City of South San Francisco ("City") entered into a Joint Powers Agreement ("JPA"), which expires on November 11, 2026. Pursuant to the JPA, District operates Oyster Point Marina ("Marina"), which is located in and owned by City, on City's behalf; and,

Whereas, District entered into a Project Cooperation Agreement ("PCA") with the Department of the Army for removal of part of the existing Marina breakwater wall and construction of a new breakwater wall (the "Improvements"). District entered into the PCA as the Local Sponsor of the application to construct the Improvements; and,

Whereas, the PCA provides that the District, as Local Sponsor, may at some time in the future be responsible for maintenance of the Improvements for their remaining life, which may be longer than the term of the JPA; and,

Whereas, if the JPA terminates before the end of the life of the Improvements, and District and City do not renew the JPA, then City will resume control of the Marina and collect revenue from operating the Marina, not the District; and

Whereas, District and City agree that City should reimburse District for all District expenditures related to maintaining the Improvements beyond the expiration of the JPA.

Therefore, be it resolved that the Board of Harbor Commissioners of San Mateo County Harbor District approve Resolution 18-07 to approve a Reimbursement Agreement Between the District and the City.

Approved this 6th day of June 2007 at the regular meeting of the Board of Harbor Commissioners by a vote as follows:

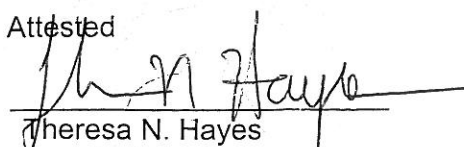
For: Campbell, Lundie, Parravano, Tucker

Against:

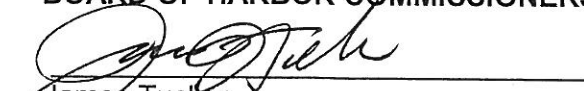
Abstaining:

Absent:

Attested


Theresa N. Hayes
Deputy Secretary

BOARD OF HARBOR COMMISSIONERS


James Tucker
President