

AGREEMENT

**COST SHARING AGREEMENT FOR
THE CONSTRUCTION OF HICKEY BOULEVARD
BETWEEN MISSION ROAD AND HILLSIDE BOULEVARD
COLMA/ SOUTH SAN FRANCISCO AREA**

THIS AGREEMENT, made and entered into this 12th day of August, 2003, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SOUTH SAN FRANCISCO, a municipal corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, City, in conjunction with the Town of Colma, hereinafter called "Town," has constructed the Extension of Hickey Boulevard (also known as McLellan Drive), a new road which is now called Lawndale Boulevard, between Mission Road and Hillside Boulevard, hereinafter called "Project"; and

WHEREAS, County wishes to transfer to the City the responsibility for maintaining catchment basins on San Bruno Mountain that have been or will be constructed in conjunction with the South Slope Development which is occurring within the corporate limits of City, and

which is currently exercised by the Joint Powers Authority for the Maintenance of Catchment Basins on San Bruno Mountain(JPA) entered by and between the County and City on June 21, 1983; and

WHEREAS, the Project lies within the corporate limits of the Town and on property which was originally acquired by County; and

WHEREAS, County is willing to participate in the cost of the Project; and

WHEREAS, County has by separate action, relinquished said property where the Project has been constructed to the Town: and

WHEREAS, City is willing to accept responsibility for maintaining all catchment basins on San Bruno Mountain within their corporate limits and within property owned by County and which are being or have been constructed in conjunction with the South Slope Development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. County agrees to:

1. Provide funding in connection with the Project in the amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000) consisting of:
 - a) Two Hundred Eighty-Four Thousand Six Hundred and Eighty-Two Dollars (\$284,682) in past expenses incurred by the County for right-of-way acquisition and preparation of the Project's environmental document; and
 - b) Eight Hundred Fifteen Thousand Three Hundred and Eighteen Dollars (\$815,318) to partially finance the construction of the Project, which is more particularly defined by the Contract Plans

entitled "McLellan Drive Extension – Project 51-13231-0201, Bid No. 2321," and for which bids were opened on April 25, 2002.

Said additional funds shall be paid to the City after any necessary documents as provided in Section B1 of this Agreement are executed.

2. Execute any necessary documents with the City to terminate the JPA. Said documents shall also obligate the City to assume all responsibility for the catchment basins that have or will be constructed in conjunction with the development of the South Slope of San Bruno Mountain. The South Slope is defined as that area as shown on that certain subdivision map filed with the County Recorder in Book 121 of Subdivision Maps beginning at Page 21.

B. City agrees to:

1. Execute any necessary documents with the County to terminate the JPA and to obligate the City to assume all responsibility for the catchment basins that have or will be constructed in conjunction with the development of the South Slope of San Bruno Mountain. The South Slope is defined as that area as shown on that certain subdivision map filed with the County Recorder in Book 121 of Subdivision Maps beginning at Page 21. Termination of the JPA and assumption of responsibilities for catchment basins by the City shall be accomplished prior to the County providing any funds as set forth in Section A1b. , above, for the Project

pursuant to this Agreement.

2. Finance, either with its own funds or with funds other than funds administered by the County, all other Project costs that may be incurred by City in conjunction with the construction or maintenance of the Project.
3. Consider the funds provided by County as gas tax funds, and be responsible for the appropriate use of said gas tax funds, and submit to the State Controller of the State of California all notices and reports for the expenditure of gas tax funds as permitted by law.

C. The City shall indemnify, defend, and hold harmless the County, their officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by the Agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the City or the City's failure to perform obligations required of the City under this Agreement.

D. The County shall indemnify, defend, and hold harmless the City, their officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the County or the County's failure to perform

obligations required of the County under this Agreement.

E. The duty to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the California Civil Code.

F. This agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

President
Board of Supervisors
County of San Mateo

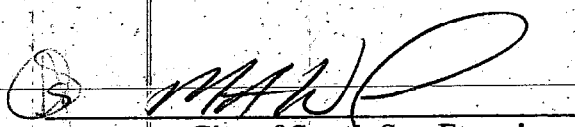
ATTEST:

Clerk of the Board of Supervisors

"City"

CITY OF SOUTH SAN FRANCISCO

BY

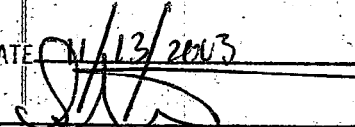


, City of South San Francisco

APPROVED

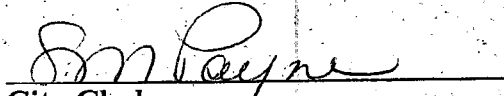
DATE

11/13/2003



CITY ATTORNEY

ATTEST:



City Clerk

**AGREEMENT FOR THE MAINTENANCE OF CATCHMENT BASINS BY THE
CITY OF SOUTH SAN FRANCISCO ON
SAN BRUNO MOUNTAIN**

This Agreement, made and entered into this 12th day of August, 2003, by and between the County of San Mateo (herein after called "County") and the City of South San Francisco (herein after called "City ");

WITNESSETH:

WHEREAS, City and County previously entered into that certain Joint Powers Agreement dated June 21, 1983, attached hereto as Exhibit "A" (hereinafter referred to as "Joint Powers Agreement"), which created a joint powers authority (hereinafter referred to as "Authority") whose duty has been to provide for the maintenance of catchment basins on San Bruno Mountain; and

WHEREAS, City and County have determined that the terms and conditions of the Joint Powers Agreement do not provide the most economical or expeditious method of providing for the maintenance of the catchment basins; and

WHEREAS, City and County have determined that it would be in the best interest of both agencies to terminate the Authority and provide for the maintenance of the catchment basin through a new agreement; and

WHEREAS, it is the intent of this agreement to transfer the authority and obligation to maintain all of the catchment basins referenced in the Joint Powers Agreement from the Authority to the City; and

WHEREAS, this agreement and the covenants and conditions contained herein, are made in consideration of the County's agreement to provide a portion of the funding for the extension of Hickey Boulevard (now called Lawndale Boulevard), as set forth in that certain agreement between the County and the City entitled "Cost Sharing Agreement for the Construction of Hickey Boulevard between Mission Road and Hillside Boulevard - Colma South San Francisco Area." A copy of that agreement is attached hereto as Exhibit B.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants and conditions set forth herein, and the exhibits attached hereto, City and County agree as follows:

- 1) The Joint Powers Agreement shall terminate on the day that this Agreement has been executed by both City and County. The governing board of the Authority may meet one time after the date of termination for the purpose of concluding any outstanding business, if such meeting is necessary.
- 2) This Agreement shall remain in effect in perpetuity unless it is agreed in writing by both City and County that it shall be terminated or modified.

3) City hereby agrees to maintain the catchment basins contemplated in the Terrabay Specific Plan and access roads connecting the catchment basins to private roads of the Terrabay development (hereinafter called "access roads"). Said catchment basins are defined as certain debris and siltation basins, deflection walls, check dams and other debris flow control facilities that were or will be built in conjunction with the development as contemplated in the Terrabay Specific Plan. The City's obligation to maintain shall also apply to all catchment basins contemplated in the Joint Powers Agreement, including basins to be constructed in the future.

4) City shall have the right to review and approve plans and specifications for the construction of catchment basins and access roads which may be built within the unincorporated area of the County as part of the Terrabay development (or any successor development), prior to construction thereof. City shall not unreasonably withhold its approval.

5) City shall have the right to inspect and approve the catchment basins and access roads as constructed.

6) City shall accept for maintenance those catchment basins and access roads that have been built in accordance with the plans as approved by City.

7) City shall have the duty to maintain the catchment basins. Specifically, City shall do this following:

(a) Ensure that the catchment basins are clean prior to October 30th of each year. Catchment basins shall be considered clean if eighty-five percent (85%) or more of the design capacity of each basin is available for the deposit of material, unless a different capacity is otherwise mutually determined and agreed upon in writing by both City and County.

(b) Inspect and clean the catchment basins to meet the requirements of Section 7(a) above after each storm that results in a total rainfall of more than 1.25 inches within a twenty-four hour period as recorded at the San Francisco International Airport.

(c) Clean the catchment basins at such other times as City deems necessary to provide sufficient volume to capture an extreme event debris flow. In any event, catchment basins shall be cleaned whenever the volume of sediment or debris in any catchment basin reaches the point that the "extreme event volume" for the hydrologic basin is reduced below the value shown in Column I of Exhibit "B" of Exhibit "A" attached hereto.

8) City shall become responsible for the maintenance of catchment basins as provided for above only upon the occurrence of the following events:

(a) For each basin located within the corporate limits of the City: after each catchment basin has been built and the owner of the property upon which the catchment basin is located transfers title to the property, including the right of ingress and egress to the basins, to the City. Existing catchment basins are located on lots 371, 378, 384 and 387 in that

certain subdivision known as Terrabay as shown on that certain map entitled " MAP OF TERRABAY" filed at Volume 121 at Pages 65 through 79 inclusive, of Subdivision Maps in the Office of the County Recorder.

(b) For each basin located within the unincorporated area: after the catchment basin has been built and an easement or fee title to the property upon which the catchment basin is located has been transferred to the City, including the right of ingress and egress to the basin.

9) To the extent that the final maps for the Terrabay development note that future dedications are to be made to the Authority, City and County agree that such dedications shall be made to City.

10) This Agreement contains the entire agreement between the parties hereto with respect to the matters covered, and supersede all prior agreements, written or oral, between the parties. No other agreement, statement or promise made by any party not contained herein shall be binding or valid.

11) The parties agree that each party and counsel for each party has reviewed and participated in the development and drafting of this Agreement, that this Agreement shall be deemed for all purposes to have been jointly drafted by all parties hereto, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment thereto.

12) This Agreement may be executed in counterparts.

13) HOLD HARMLESS

(a) It is agreed that County shall defend, hold harmless, and indemnify City, its officers and employees, from any and all claims for injuries or damage to persons and/or property, which arise out of the terms and conditions of the Agreement and which result from the negligent acts or omissions of County, its officers or employees.

(b) It is further agreed that City shall defend, hold harmless, and indemnify County, its officers and employees, from any and all claims for injuries or damage to persons and/or property, which arise out of terms and conditions of this Agreement and which result from the negligent acts or omissions of City, its officers, or employees.

(c) In the event of concurrent negligence of City, its officers or employees, and County, its officers or employees, then the liability for any and all claims for injuries or damages to persons or property which arise out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written:

COUNTY OF SAN MATEO

President of the Board of Supervisors

Attest: _____

Clerk of Board

CITY OF SOUTH SAN FRANCISCO

by: _____

Mayor

Attest: _____

City Clerk

APPROVED

DATE

2-03-03

CITY ATTORNEY

JOINT EXERCISE OF POWERS AGREEMENT
FOR
MAINTENANCE OF CATCHMENT BASINS ON
SAN BRUNO MOUNTAIN

THIS AGREEMENT, made and entered into this 21st day of June, 1983, by and between the COUNTY OF SAN MATEO (hereinafter "County") and the CITY OF SOUTH SAN FRANCISCO (hereinafter "City");

RECITALS

THIS AGREEMENT is predicated upon the following facts:

1. County is a political subdivision of the State of California, and City is a municipal corporation, organized and existing under the laws of the State of California.
2. W.W. Dean and Associates has proposed for development a project known as Terrabay Development on the South Slope of San Bruno Mountain.
3. The area proposed for development is currently in the unincorporated area of San Mateo County adjacent to the City.
4. It is the intent of the County and the City to have the development actually take place within the City.
5. For development to take place in the City, it is necessary for the area to be annexed to the city.
6. Before annexation can be completed, it is necessary for the County and the City to enter into a Property Tax Transfer Agreement which can be presented to the Local Agency Formation Commission.
7. As part of the discussions for a Property Tax Transfer Agreement, the parties have determined that it is necessary to reach agreement regarding the maintenance of certain debris and siltation catchment basins, deflection walls, check dams and other debris flow control facilities, (hereinafter "catchment basins") contemplated within the Terrabay Specific Plan and of access roads connecting the catchment basins to the private roads

of the Terrabay development (hereinafter "access roads").

8. The parties anticipate that some or all of the catchment basins will be constructed and maintained on land that will remain unincorporated land and that will be owned by County in fee simple subject to easements for said catchment basins.

9. The parties have determined that it is in their mutual interest to create a Joint Powers Authority to assume responsibility for the maintenance of the catchment basins.

10. Sections 6500 through 6515, inclusive, of the Government Code permit two or more public agencies to jointly exercise under an Agreement any power which is common to each of them.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants and agreements set forth herein, the parties agree as follows:

SECTION 1. Authority and Purpose

(a) This agreement is made between the County and the City, pursuant to the authority granted by Sections 6500 through 6515, inclusive, of the Government Code.

(b) The purpose of this Agreement is to establish a single public authority to maintain the catchment basins contemplated in the Terrabay Specific Plan and access roads to said catchment basins which are constructed on the South Slope of San Bruno Mountain, to provide a method of funding said maintenance, to provide for the purchase of insurance covering any liability of the parties which might arise from the maintenance activity, and to fund administrative costs attendant to the aforementioned purposes.

SECTION 2. Authority, Creation of; Obligations of

Pursuant to the authority granted by Sections 6500 through 6515, inclusive, of the Government Code, there is hereby created a Joint Powers Authority for

Maintenance of Catchment Basins on San Bruno Mountain, a public entity, separate and apart from the parties to this Agreement. The debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the member agencies.

SECTION 3. Term of Agreement

This Agreement becomes effective upon its execution by both parties, and it shall remain in effect in perpetuity unless it is agreed in writing by both the City and the County that it shall be terminated.

SECTION 4. Governing Board

(a) The Joint Powers Authority for Maintenance of Catchment Basins on San Bruno Mountain (hereinafter "Authority") shall be governed by a Governing Board comprised as follows:

- (1) One City Council member appointed by City, to serve at the pleasure of the City Council; and
- (2) One Board of Supervisors member appointed by County, to serve at the pleasure of the County Board of Supervisors; and
- (3) One competent individual appointed by the mutual agreement of the representatives of the City and the County, to serve at the pleasure of said representatives.

(b) Vacancies on the Governing Board will be filled within ninety (90) days of their occurrence. The initial appointment of the third member listed in subsection (a) (3), above, shall be made by the other two members of the Board within ninety (90) days of the effective date of this Agreement.

(c) The Governing Board shall hold at least one regular meeting annually on the first Monday of October. Meetings shall be held in the Small Conference Room, City Hall, 400 Grand Avenue, South San Francisco, California 94080 at the hour of 9:00 A.M. The Governing Board may also hold Special Meetings

from time to time as it may deem necessary. Each meeting of the Board shall be called, noticed, held and conducted in accordance with the requirements of the Ralph M. Brown Act (Commencing with Section 54950 of the Government Code).

(d) The Governing Board shall elect a President and a Secretary of the Authority from among its members at its first meeting. Thereafter, at its regular meeting in each succeeding calendar year the Board shall elect a President and Secretary. If the President or Secretary ceases to be a representative from his member agency, the resulting vacancy shall be filled by the Governing Board within ninety (90) days of its occurrence. In the absence or inability of the President to act, the Secretary shall preside at and conduct the meeting of the Governing Board.

(e) Minutes of regular, adjourned regular and special meetings of the Governing Board shall be kept by the Secretary, and said minutes shall be forwarded to each member of the Board within thirty (30) days after each meeting.

(f) Each member of the Governing Board shall have one vote, and two votes are required to validate any action of the Board.

SECTION 5. Duties and Powers of the Governing Board

(a) The Governing Board shall have the following powers:

- (1) Make and enter into contracts;
- (2) Preparation of an annual budget for the Authority and submission of that budget to the Board of Supervisors for approval;
- (3) Incurrence of debts, liabilities and obligations; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any member of the authority;
- (4) Acquire, hold and dispose of real and personal property;

- (5) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (6) Sue and be sued in its own name;
- (7) Lease real and personal property, including that of a party to this Agreement;
- (8) The Board may do all things necessary and lawful to carry out the purpose of this Agreement.

(b) The Governing Board shall have the following duties:

- (1) Review and approve plans and specifications for construction of catchment basins and access roads, in cooperation with the City and the County.
- (2) Inspect and approve the catchment basins and access roads as constructed, in cooperation with City and/or County Inspectors, as applicable.
- (3) Upon completion of construction in accordance with the standards previously approved, accept the dedication of the catchment basins and access roads on behalf of the authority.
- (4) Provide, through contract(s), for the maintenance of the catchment basins built pursuant to the requirements of Terrabay Specific Plan and the access roads to said basins (including repair and construction of said catchment basins and access roads if necessary as determined by the Governing Board). The parties hereto recognize that the size and location of the catchment basins are approximate and subject to revision, based upon final recommendations of the design engineer; however, by way of illustration, Exhibit "A" hereto shows the approximate number and locations of the catchment basins as of the effective date of this Agreement.

- (5) As a minimum, the Board shall insure that the catchment basins are clean prior to October 30 of each year. Siltation basins shall be considered clean if eighty-five percent (85%) or greater of the design capacity of each basin is available for the deposit of material, unless otherwise determined by the Board.
- (6) As a minimum, the Board shall insure that debris collection facilities are properly inspected and cleaned to meet the requirements of Section 5(b)(7) after each storm that results in a total rainfall of more than 1.25 inches within a twenty-four hour period as recorded at the San Francisco International Airport.
- (7) The Board shall insure that catchment basins are cleaned at such other times as it deems necessary to provide sufficient volume to capture the extreme event debris flow; in any event, whenever the volume of sediment and/or debris in any catchment basin reaches the point that the "Extreme Event Volume" for the Hydrologic Basin, is reduced below the value shown in Column I of Exhibit "B" attached hereto and by this reference incorporated herein as though set forth verbatim, the catchment basin shall be cleaned.
- (8) The Board shall not be responsible for maintenance of any improvements, either public or private, other than the catchment basins themselves and the access roads to the basins. Maintenance of the storm drain systems, the slopes upstream and downstream of the catchment basins and any other improvements, other than said catchment basins and access roads, are the responsibility of the public or private entity which would, but for the existence of this Authority, otherwise be responsible therefor.

- (9) The Board shall provide public liability and property damage insurance in an amount not less than Five Million Dollars (\$5,000,000) with both City and County and their respective elected and appointed officers, employees, boards and commissions named as additional insureds. Said insurance shall also contain the following endorsement:

"Notwithstanding any other provisions in this policy, the insurance afforded hereunder to the City of South San Francisco and the County of San Mateo shall be primary as to any other insurance or reinsurance covering or available to the City of South San Francisco or to the County of San Mateo, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the approximate limit of liability afforded hereunder is exhausted."

- (10) The Board shall require that all persons or firms performing work for the Authority provide an insurance policy, or policies, naming the Authority and the parties hereto and their respective officers, employees, and agents, as additional insureds. Said policy or policies must include the endorsement contained in paragraph (9) immediately above. The scope and adequacy of said policy, or policies, shall be subject to the approval of the parties hereto.
- (11) The Board shall not contract with either of the parties to this agreement for any work to be done in the performance of the duties required of the Board by this Agreement. The maintenance work required herein (as described in Section 5 (b) (4 through 8) shall be accomplished by contract with a private contractor.
- The competitive bidding process shall be observed in accordance with the provisions of the Public Contract Code applicable to Counties (commencing with Section 20120).

(12) The County or the City may take emergency action in response to an actual or threatened disaster to protect property or to protect human health or safety in accordance with procedures established by the Board. If such emergency action is taken by the City, the Authority shall reimburse the City for actual costs incurred in taking such action.

(13) The Governing Board shall:

(i) Adopt written policies and procedures for carrying out its duties; and

(ii) Prepare the annual budget and work program for the Authority and submit its proposed annual budget to the Board of Supervisors not later than April 30 of each year for the following fiscal year.

SECTION 6. Financing

Notwithstanding that the County has final authority over the budget of the Joint Powers Authority, the County agrees that it shall fully fund all costs of maintenance and administration required by this Agreement, including, contracts for maintenance of the catchment basins and access roads as required by Subsection 5(b) (4-8), insurance premiums, bonds and costs of audit. The District Attorney's office shall provide legal representation to the Authority. The obligations of the County are made in consideration of the Property Tax Transfer Agreement referred to in the Recitals.

SECTION 7. Treasurer of Authority

(a) The Treasurer of the County is hereby designated to be the depository and have custody of all the money of the Authority without regard to the source of that money. The Treasurer shall:

(1) Receive and receipt for all money of the Authority and place it in the treasury of the County to the credit of the Authority; and

- (2) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him; and
- (3) Pay any outstanding obligations of the Authority from Authority money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and
- (4) Verify and report in writing on the first day of October, January, April and July of each year to the Authority and to the parties to this Agreement, the amount of money he holds for the Authority, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 8. Controller of Authority; Accounts and Records

- (a) The Controller of the County is hereby designated the Controller of the Authority. He has the powers, duties and responsibilities specified in Section 6505.5 of the Government Code.
- (b) The Controller shall establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Governing Board shall require.
- (c) Books and records of the Authority shall be open to inspection at all reasonable times by representatives of the member agencies.
- (d) Within the one hundred twenty (120) days from the close of each fiscal year the controller shall give a complete written report of all financial activities for that fiscal year.
- (e) When an audit is made by a certified public accountant pursuant to Section 9, the Authority shall have a copy of the audit filed within one hundred twenty (120) days from the end of the fiscal year under examination.

The Authority shall bear the costs of the audit, including any amounts paid to a certified public accountant.

SECTION 9. Certified Public Accountant Annual Audit

The Controller shall make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government code and shall conform to generally accepted auditing standards.

SECTION 10. Bond Requirement

A bond in the amount set by the Governing Board, but not less than Fifty Thousand Dollars (\$50,000.00) shall be required for all officers and personnel authorized to disburse funds of the Authority. The cost of such bond shall be paid by the Authority.

SECTION 11. Fiscal Year and Annual Budget

The fiscal year of the Authority shall be July 1 of each calendar year through and including June 30 of the succeeding calendar year. The Board of Supervisors shall adopt the first annual budget prior to the Authority's contracting for any maintenance services as provided elsewhere in this agreement. Subsequent annual budgets shall be adopted by the Board of Supervisors not later than the first regular meeting of the Governing Board in each fiscal year.

SECTION 12. Disposition of Assets Upon Termination

(a) Upon termination of this agreement by mutual written consent of both parties, all funds shall first be used to pay expenses arising out of this Agreement.

(b) After payment of said expenses, funds shall be returned to the County unless otherwise provided by written Agreement of the parties hereto in contemplation of said termination.

SECTION 13. Notice

Notices to member agencies under this Agreement shall be sufficient if delivered to the Clerk of the legislative body of the respective member agency.

SECTION 14. Prohibition Against Assignment

No member agency may assign any right, claim or interest it may have under the Agreement, and no creditor, assignee or third party beneficiary of any member agency shall have any right, claim or title to any part, share, interest or asset of the Authority.

SECTION 15. Amendment

This Agreement may be amended only by the written consent of the parties here

IN WITNESS WHEREOF, the parties have executed this Joint Exercise of Powers Agreement as of the day and year first above written:

COUNTY OF SAN MATEO

By: 

Chairman of the Board of Supervisors

ATTEST: 

Clerk of the Board

CITY OF SOUTH SAN FRANCISCO

By: 

Mayor

ATTEST: 

City Clerk

EXHIBIT B

TERRABAY DEVELOPMENT
SEDIMENTATION AND DEBRIS FLOW VALUES
FOR HYDROLOGIC BASINS¹

HYDROLOGIC BASIN NUMBER ²	VOLUME TO MAINTAIN AT ALL TIMES FOR EXTREME EVENT ³		TOTAL VOLUME TO PROVIDE FOR SEDIMENTATION AND DEBRIS FLOW (DESIGN CAPACITY)
	I	II	II
1	210		360
2	360		480
3	380		480
4	70		170
5	400		500
6	150		250
7	90		190
8	200		300
9	120		240
10	90		190
11	70		170
12	100		200
13	50		150

¹All volumes are in cubic yards

²Hydrologic Basin Numbers are identified in the report dated January 31, 1983, by PSC Associates, entitled "Debris Flow.....South Slope San Bruno Mountain"

³Volumes to maintain for extreme events may be provided by a combination of catchment basins, deflection walls, check dams, or such other debris flow control facilities approved by the JPA

CENTRAL RECORDS

FILE NO. 5089

Exhibit B

Form Approved by County Counsel, September 12, 2003
FAUSERS\ADMIN\ESD\Hickey Blvd\2003\Hickey Draft Agreement Rev Aug 2003.doc

AGREEMENT

**COST SHARING AGREEMENT FOR
THE CONSTRUCTION OF HICKEY BOULEVARD
BETWEEN MISSION ROAD AND HILLSIDE BOULEVARD
COLMA/ SOUTH SAN FRANCISCO AREA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SOUTH SAN FRANCISCO, a municipal corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, City, in conjunction with the Town of Colma, hereinafter called "Town," has constructed the Extension of Hickey Boulevard (also known as McLellan Drive), a new road which is now called Lawndale Boulevard, between Mission Road and Hillside Boulevard, hereinafter called "Project"; and

WHEREAS, County wishes to transfer to the City the responsibility for maintaining catchment basins on San Bruno Mountain that have been or will be constructed in conjunction with the South Slope Development which is occurring within the corporate limits of City, and

which is currently exercised by the Joint Powers Authority for the Maintenance of Catchment Basins on San Bruno Mountain(JPA) entered by and between the County and City on June 21, 1983; and

WHEREAS, the Project lies within the corporate limits of the Town and on property which was originally acquired by County; and

WHEREAS, County is willing to participate in the cost of the Project; and

WHEREAS, County has by separate action, relinquished said property where the Project has been constructed to the Town: and

WHEREAS, City is willing to accept responsibility for maintaining all catchment basins on San Bruno Mountain within their corporate limits and within property owned by County and which are being or have been constructed in conjunction with the South Slope Development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. County agrees to:

1. Provide funding in connection with the Project in the amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000) consisting of:
 - a) Two Hundred Eighty-Four Thousand Six Hundred and Eighty-Two Dollars (\$284,682) in past expenses incurred by the County for right-of-way acquisition and preparation of the Project's environmental document; and
 - b) Eight Hundred Fifteen Thousand Three Hundred and Eighteen Dollars (\$815,318) to partially finance the construction of the Project, which is more particularly defined by the Contract Plans

entitled "McLellan Drive Extension – Project 51-13231-0201, Bid No. 2321," and for which bids were opened on April 25, 2002.

Said additional funds shall be paid to the City after any necessary documents as provided in Section B1 of this Agreement are executed.

2. Execute any necessary documents with the City to terminate the JPA. Said documents shall also obligate the City to assume all responsibility for the catchment basins that have or will be constructed in conjunction with the development of the South Slope of San Bruno Mountain. The South Slope is defined as that area as shown on that certain subdivision map filed with the County Recorder in Book 121 of Subdivision Maps beginning at Page 21.

B. City agrees to:

1. Execute any necessary documents with the County to terminate the JPA and to obligate the City to assume all responsibility for the catchment basins that have or will be constructed in conjunction with the development of the South Slope of San Bruno Mountain. The South Slope is defined as that area as shown on that certain subdivision map filed with the County Recorder in Book 121 of Subdivision Maps beginning at Page 21. Termination of the JPA and assumption of responsibilities for catchment basins by the City shall be accomplished prior to the County providing any funds as set forth in Section A1b. , above, for the Project

pursuant to this Agreement.

2. Finance, either with its own funds or with funds other than funds administered by the County, all other Project costs that may be incurred by City in conjunction with the construction or maintenance of the Project.

3. Consider the funds provided by County as gas tax funds, and be responsible for the appropriate use of said gas tax funds, and submit to the State Controller of the State of California all notices and reports for the expenditure of gas tax funds as permitted by law.

C. The City shall indemnify, defend, and hold harmless the County, their officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by the Agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the City or the City's failure to perform obligations required of the City under this Agreement.

D. The County shall indemnify, defend, and hold harmless the City, their officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the County or the County's failure to perform

obligations required of the County under this Agreement.

E. The duty to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the California Civil Code.

F. This agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

President
Board of Supervisors
County of San Mateo

ATTEST:

Clerk of the Board of Supervisors

Do not
sign - copy
only
f.

"City"

CITY OF

BY

, City of South San Francisco

ATTEST:

City Clerk