

**AMENDMENT Nº 5 TO JOINT POWERS AGREEMENT  
ESTABLISHING THE CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS**

THIS IS AMENDMENT Nº 5 to the Joint Powers Agreement Establishing the City/County Association of Governments and is made in light of the following recitals:

A. The COUNTY OF SAN MATEO ("County") and 19 cities within the County ("Cities") previously entered into a Joint Powers Agreement Establishing the City/County Association of Governments ("the Joint Powers Agreement").

B. *The Joint Powers Agreement specifies that the fiscal year for the City/County Association of Governments shall be from October 1 of each year to September 30 of the following year, requires adoption of the budget by October 1 of each year, and establishes a September 30 deadline for parties to withdraw from the Agreement.*

C. County and Cities desire to amend the Joint Powers Agreement to authorize the City/County Association of Governments to *establish by resolution a different fiscal year and deadlines for adoption of the C/CAG budget and withdrawal notices;*

**NOW, THEREFORE, COUNTY AND CITIES AGREE** as follows:

1. Section 5 of the Joint Powers Agreement is amended to read:

5. Budget. The Board annually shall adopt by October 1 of each year, *or by another date C/CAG designates by resolution*, an operating budget for the C/CAG setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this agreement. The fiscal year for the C/CAG shall be from October 1 of each year to September 30 of the following year, *unless C/CAG establishes a different fiscal year by resolution.* Immediately after approving the annual budget, the Board shall recommend the budget to the governing bodies of the members of for the purpose of securing from each of them contributions and/or appropriations in accordance with each party's obligations as set forth in section 6 below. It is expressly agreed and understood that the Board has no authority to bind any governing board to make the recommended contribution and/or appropriation and that this decision rests solely with each governing body. Each party shall deposit its monetary contribution to the budget with the C/CAG Treasurer on or before November 1 of each fiscal year, *or by another date C/CAG designates by resolution.*

EG. WA AT 11 82 111

2. Section 10 of the Joint Powers Agreement is amended to read:

10. Withdrawal. Any party may withdraw from this agreement by filing written notice of intention to do so with the Chairman of the governing board by September 30th of each year, *or by another date C/CAG designates by resolution*. The rights and obligations of such party shall terminate at the end of the first full fiscal year for which the withdrawing party has made its contribution following such notice having been given. The withdrawal of any party from this agreement shall in no way affect the right and obligations of the remaining parties. If a party withdraws from this agreement, such party shall not be entitled to the return of any funds contributed to the C/CAG nor to the return in cash or in kind of any materials or supplies until termination of this agreement. If a party fails to make its contribution in accordance with section 6 of this agreement, that agency shall forfeit its voting rights during the period of such non-payment. However, if one of the Cities or the County wishes to rejoin after forfeiting its membership by non-payment of its contribution, it may do so by paying the designated amount.

3. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

4. This amendment shall be effective upon execution by a majority of the members representing a majority of the population.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have affixed their hands on the dates indicated below.

AMENDMENT NO. 4 TO JOINT POWERS  
AGREEMENT ESTABLISHING THE CITY/COUNTY  
ASSOCIATION OF GOVERNMENTS

THIS IS AMENDMENT NO. 4 to the Joint Powers Agreement Establishing the City/County Association of Governments and is made in light of the following recitals:

A. The COUNTY OF SAN MATEO ("County") and 19 cities within the County ("Cities") previously entered into a Joint Powers Agreement Establishing the City/County Association of Governments ("the Joint Powers Agreement").

B. County and Cities desire to amend the Joint Powers Agreement to authorize the City/County Association to serve as the service authority for the abatement of abandoned vehicles under Vehicle Code section 22710;

NOW, THEREFORE, COUNTY AND CITIES AGREE as follows:

1. Section 22 is added to the Joint Powers Agreement to read:

"22. Service Authority for Abatement of Abandoned Vehicles. The City/County Association of Governments shall be the service authority for the abatement of abandoned vehicles under Vehicle Code section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an address in San Mateo County as authorized by Vehicle Code sections 9250.7 and 22710. As provided in Vehicle Code section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority."

2. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

3. This Amendment shall be effective upon execution by a majority of the members representing a majority of the population.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their hands on the dated indicated below.

Dated: SEP 15 1992

COUNTY OF SAN MATEO

ATTEST:

Richard L. Selves  
Clerk of the Board

BY

William J. Schumacher  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY

\_\_\_\_\_  
Mayor

Certificate of Delivery  
(Government Code section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Richard L. Selves

Clerk of the Board of Supervisors

13. EFFECTIVE DATE. This Agreement becomes effective upon approval of the County Board of Supervisors by two-thirds vote, and a majority of the cities having a majority of the incorporated population within the County.

<u>County of San Mateo</u>	<u>City of Redwood City</u>
<u>City of Atherton</u>	<u>City of San Bruno</u>
<u><i>Gary O'Brien</i></u> <u>City of Belmont</u>	<u>City of San Carlos</u>
<u>City of Brisbane</u>	<u>City of San Mateo</u>
<u>City of Burlingame</u>	<u>City of S. San Francisco</u>
<u>City of Colma</u>	<u>City of Woodside</u>
<u>City of Daly City</u>	<u>City of</u>
<u>City of East Palo Alto</u>	<u>City of</u>
<u>City of Foster City</u>	<u>City of</u>
<u>City of Half Moon Bay</u>	<u>City of</u>
<u>City of Hillsborough</u>	<u>City of</u>
<u>City of Menlo Park</u>	<u>City of</u>
<u>City of Millbrae</u>	<u>City of</u>
<u>City of Pacifica</u>	<u>City of</u>
<u>City of Portola Valley</u>	<u>City of</u>

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

COUNTY OF SAN MATEO

BY

\_\_\_\_\_  
President of the Board of  
Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF ATHERTON

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BELMONT

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BRISBANE

BY

\_\_\_\_\_  
Lee Panza,

\_\_\_\_\_  
Mayor Pro Tem

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BURLINGAME

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: 9-21-92

CITY OF BURLINGAME

ATTEST:

*Judith R. Maggato*  
\_\_\_\_\_  
Clerk of City Council

BY *[Signature]*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

*Juanita De la Cruz*  
\_\_\_\_\_  
Clerk of City Council

BY *Paul Powell*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor



Dated: 10/6/92

CITY OF FOSTER CITY

ATTEST:

Cherese Lyra  
Clerk of City Council

BY

[Signature]  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

*Dottie Robbins*  
\_\_\_\_\_  
Clerk of City Council

BY *James [Signature]*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

*Chance M. Heizer*  
Clerk of Town Council

BY *James M. Boyer*  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF FOSTER CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF HALF MOON BAY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF HILLSBOROUGH

BY \_\_\_\_\_  
Mayor

Dated: November 10, 1992

ATTEST:

Jaye M. Carr  
Clerk of City Council  
Jaye M. Carr

CITY OF MENLO PARK

BY Jack H. Morris  
Jack H. Morris - Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF MILLBRAE

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: Oct 12, 1992

CITY OF MILLBRAE

ATTEST:

Olivia Espinosa  
Clerk of City Council

BY [Signature]  
Mayor

Dated: 9/29/92

CITY OF PACIFICA

ATTEST:

*Daniel V. Pincetich*  
Clerk of City Council  
Daniel V. Pincetich

BY *Bonnie K. Wells*  
Bonnie K. Wells Mayor

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

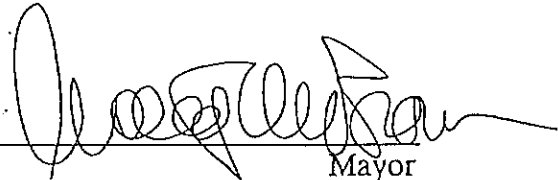
BY \_\_\_\_\_  
Mayor

Dated: 10/14/92

TOWN OF PORTOLA VALLEY

ATTEST:

  
\_\_\_\_\_  
Clerk of Town Council

BY   
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor

TOWN OF PORTOLA VALLEY

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_ Mayor

CITY OF REDWOOD CITY

Dated: October 8, 1992

ATTEST:

Arlyn C. Jorgenson  
Clerk of City Council

BY Georgi La Berge  
Mayor

CITY OF SAN CARLOS

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor

CITY OF SAN MATEO

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_ Mayor



RESOLUTION NO. 1992- 42

RESOLUTION SUPPORTING THE FORMATION OF A COUNTY-WIDE SERVICE AUTHORITY FOR THE ABATEMENT OF ABANDONED VEHICLES

RESOLVED, by the Council of the City of San Bruno, California, that:

WHEREAS, Section 9250.7 of the California Vehicle Code was amended in 1990 to provide for the establishment of a Service authority for Abandoned Vehicle Abatement (AVA) if the board of Supervisors of the county and a majority of the cities within the county having a majority of the population adopt resolutions providing for the establishment of the authority; and,

WHEREAS, the City Council of the City of San Bruno finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and,

WHEREAS, the City Council of the City of San Bruno finds that an abandoned vehicle abatement program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and neighborhood improvement personnel in abatement of abandoned vehicles; and,

WHEREAS, the San Mateo County AVA Service Authority will have responsibility for implementing an abandoned vehicle removal program in the San Mateo County region;

NOW, THEREFORE, BE IT RESOLVED That the San Bruno City Council hereby requests that a Service Authority be established in San Mateo County pursuant to Section 22710 of the Vehicle Code. This Council also approves the imposition of a \$1.00 vehicle registration fee in support of the abandoned vehicle abatement program.

---o0o---

I hereby certify that the foregoing Resolution No. 1992-42 was duly introduced and adopted by the San Bruno City Council at a regular meeting held on September 28, 1992 by the following vote:

AYES: COUNCILMEMBER Pallas, Redlick; Mayor Simon  
NOES: COUNCILMEMBER None  
ABSENT: COUNCILMEMBER Barnard, Franzella

Terri Kasomides  
City Clerk

I hereby certify this to be a full, true and correct copy of the document it purports to be, the original of which is on file in my office.  
Dated: September 29, 1992  
Sharon Bellarmino Deputy  
City Clerk of the City of San Bruno

Dated: \_\_\_\_\_

**CITY OF PACIFICA**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**TOWN OF PORTOLA VALLEY**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN CARLOS**

ATTEST:

*Margaret R. Hanley*  
\_\_\_\_\_  
Clerk of City Council

BY *S. Mulvaney*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: October 22, 1992

CITY OF SAN MATEO

ATTEST:

*Arma Gomez*  
Clerk of City Council

BY *Florence P Rhoads*  
Mayor

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF WOODSIDE

ATTEST:

*Ruth Swanson*  
Clerk of Town Council

BY *James Daley*  
Mayor

TFC/TDD:jd  
31/ccagveh2  
9/10/92

my. and to  
C/CAG on 5/27/93

AMENDMENT NO. 3 TO JOINT POWERS AGREEMENT  
ESTABLISHING THE CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS

THIS IS AMENDMENT NO. 3 to the Joint Powers Agreement Establishing the City/County Association of Governments and is made in light of the following recitals:

A. The COUNTY OF SAN MATEO ("County") and 19 cities within the County ("Cities") previously entered into a Joint Powers Agreement Establishing the City/County Association of Governments ("the Joint Powers Agreement").

B. County and Cities desire to amend the Joint Powers Agreement to authorize the City/County Association of Governments to prepare and submit an application for a NPDES permit and to perform other activities in connection with NPDES program;

NOW, THEREFORE, COUNTY AND CITIES AGREE as follows:

1. Section 21 is added to the Joint Powers Agreement to read:

"21. Storm Water Discharge Plan and Permit. The City/County Association of Governments shall assume responsibility for the following activities under the National Pollutant Discharge Elimination System (NPDES) Program (40 CFR 122):

- (a) Ratify submission of a county-wide storm water discharge permit application and accept permit on behalf of the County and Cities in the County, as co-permitees.
- (b) Prepare preliminary draft and final draft storm water management plan describing existing activities the County and Cities are conducting to help minimize the discharge of pollutants to storm water, describing new pollution measures that will be undertaken during the initial five year period of the NPDES permit, and containing other matters C/CAG determines are necessary or desirable.
- (c) Identify and recommend alternatives for implementation of a revenue program.
- (d) Enter into contracts with the County, the Cities, the County Flood Control District, and other entities to implement the revenue program and the storm water management plan.

(e) Perform additional county-wide activities in connection with the NPDES program as set forth in the storm water management plan approved by or as directed by the Board of Directors.

(f) Provide coordination and overall management of the NPDES program and advice to the County and the Cities on implementation.

The County and each City shall be solely responsible for complying with NPDES permit conditions and all federal, state, and local laws and regulations, relating to discharges from the storm sewers in its jurisdiction and under its control. The County and each City shall defend, indemnify, and hold harmless every other party to this agreement, and its officers and employees, from all claims, suits, actions, fines, penalties, damages, or liability of every name, kind, and description arising in any way out of the negligent or intentional acts of that County or City in complying or failing to comply with NPDES permit conditions, and all federal, state, and local regulations applicable to that County or City.

2. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

3. This amendment shall be effective upon execution by a majority of the members representing a majority of the population.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their hands on the dates indicated below.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF DALY CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF FOSTER CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF HALF MOON BAY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor



Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council


BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

  
\_\_\_\_\_  
Clerk of City Council

BY   
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SOUTH SAN FRANCISCO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**TOWN OF WOODSIDE**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

**AMENDMENT NO. 2 TO JOINT POWERS AGREEMENT  
ESTABLISHING THE CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS**

THIS IS AMENDMENT NO. 2 to the Joint Powers Agreement Establishing the City/County Association of Governments and is made in light of the following recitals:

A. The COUNTY OF SAN MATEO ("County") and 19 cities within the County ("Cities") previously entered into a Joint Powers Agreement Establishing the City/County Association of Governments ("the Joint Powers Agreement").

B. The Joint Powers Agreement establishes the membership of the City/County Association of Governments Board of Directors, authorizes the City/County Association of Governments to perform certain activities and provides that the City/County Association of Governments may finally adopt any state-mandated county-wide plan only if the plan has been introduced at a prior City/County Association of Governments meeting at least thirty (30) days earlier.

C. County and Cities desire to amend the Joint Powers Agreement to (1) allow the San Francisco Airport Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority to each appoint a non-voting ex-officio member to the City/County Association of Governments Board of Directors; (2) change the requirement for final adoption of a state-mandated county-wide plan to provide that final adoption can occur only if the plan has been introduced at a prior regular monthly meeting of the City/County Association of Governments; (3) authorize the City/County Association of Governments to serve as the overall program manager for San Mateo County for funds to be made available under A.B. 434; and (4) authorize the City/County Association of Governments to prepare and submit an application for a NPDES permit;

**NOW, THEREFORE, COUNTY AND CITIES AGREE** as follows:

1. Section 2 of the Joint Powers Agreement is amended to read:

"2. Board of Directors. The Board of the City/County Association shall consist of a member of the City Council of each participating City to be selected by that City and one (1) member of the Board of Supervisors to be selected by the Board of Supervisors. Each member City Council and the Board of Supervisors may select one (1) alternate member from its body who shall participate when the regular member is absent. In addition, there shall be four (4) non-voting ex-officio members: the County Superintendent of Schools; a member of the San Francisco Airport Commission selected by the Commission; a member of the San Mateo County Transit District Board of Directors selected by the Board of Directors; a member of the

San Mateo County Transportation Authority selected by the Authority."

2. Section 3(d) of the Joint Powers Agreement is amended to read:

"(d) Perform such additional county-wide planning activities as approved by or directed by two-thirds (2/3) of the members representing two-thirds (2/3) of the population of the County. Final adoption of any such plans shall only be after the plan has been introduced at a prior meeting held at least twenty-five (25) days earlier."

3. Section 20 is added to the Joint Powers Agreement to read:

"20. Clean Air Vehicle Registration Fee Program. The City/County Association of Governments shall serve as the overall program manager for San Mateo County under Health and Safety Code Section 44241 for funds made available by the increase in motor vehicle registration fees that the Bay Area Air Quality Management District is authorized to levy under A.B. 434, (1991 Statutes, Chapter 807)."

4. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

5. This amendment shall be effective upon execution by a majority of the members representing a majority of the population.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have affixed their hands on the dates indicated below.

Dated: MAR 3 1992

COUNTY OF SAN MATEO

ATTEST:

Richard L. Silver  
Clerk of the Board

[Signature]  
BY \_\_\_\_\_  
President of the Board  
of Supervisors

TOWN OF ATHERTON

Certificate of Delivery  
(Government Code section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

[Signature]  
ELAINE WALTON-HORSLEY, Assistant  
Clerk of the Board of Supervisors  
BY \_\_\_\_\_ Mayor

\_\_\_\_\_  
Clerk of City Council

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: March 18, 1992

TOWN OF ATHERTON

ATTEST:

Susan P. Gankowski  
Clerk of Town Council

BY Christopher E. Coley  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

*Worshipful D. Hall*  
\_\_\_\_\_  
Clerk of City Council

BY *Gary Anton*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

APPROVED AS  
TO FORM:

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY Richard L. Lewis  
Mayor

Robert K. Booth Jr.  
City Attorney

Dated: \_\_\_\_\_

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor



Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: March 16, 1992

CITY OF BURLINGAME

ATTEST:

*Judith A. Melfatti*  
Clerk of City Council

BY *[Signature]*  
Mayor

Dated: \_\_\_\_\_

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: March 23, 1992

**CITY OF DALY CITY**

ATTEST:

*Shirley Gleason*  
\_\_\_\_\_  
Clerk of City Council

*Joe Farrell*  
BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF FOSTER CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF HALF MOON BAY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

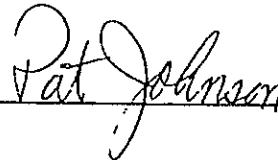
BY \_\_\_\_\_  
Mayor

Dated: 4/7/92

CITY OF EAST PALO ALTO

ATTEST:

  
\_\_\_\_\_  
Clerk of City Council

BY   
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: March 16, 1992

CITY OF FOSTER CITY

ATTEST:

*Ann Vigileos*  
Clerk of City Council  
By Ann Vigileos,  
Deputy City Clerk

BY *[Signature]*  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

*Dorothy R. Robbins*  
\_\_\_\_\_  
Clerk of City Council

BY *James Butler*  
\_\_\_\_\_  
Mayor

Dated: 5-4-92

TOWN OF HILLSBOROUGH

ATTEST:

Eleanor M. Searge  
Clerk of Town Council

BY [Signature]  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: April 6, 1992

CITY OF MILLBRAE

ATTEST:

Alicia Espinoza  
Clerk of City Council

BY [Signature]  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

~~TOWN~~ TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

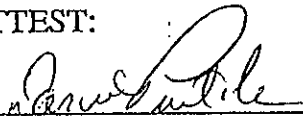
\_\_\_\_\_  
Clerk of City Council

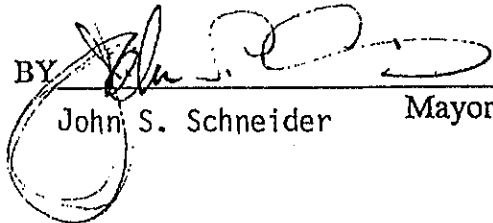
BY \_\_\_\_\_  
Mayor

Dated: March 24, 1992

CITY OF PACIFICA

ATTEST:

  
\_\_\_\_\_  
Clerk of City Council  
Daniel V. Pincetich

BY   
John S. Schneider Mayor pro Tem

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor



Dated: \_\_\_\_\_

~~TOWN OF~~ HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

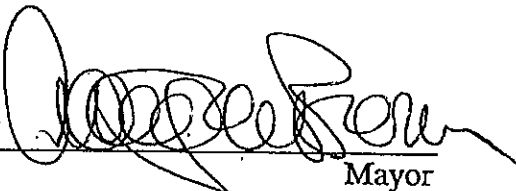
BY \_\_\_\_\_  
Mayor

Dated: 3/25/92

TOWN OF PORTOLA VALLEY

ATTEST:

  
\_\_\_\_\_  
Clerk of Town Council

BY   
\_\_\_\_\_  
Mayor

Dated: 3/27/92

CITY OF REDWOOD CITY

ATTEST:

Arlyn C. Ferguson  
Clerk of City Council

BY Georgi Laberge  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

*Hayward R. Stanley*  
\_\_\_\_\_  
Clerk of City Council

BY *S. M. M...*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor



Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF SOUTH SAN FRANCISCO

ATTEST:

*Sarasa A. Battaya*  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

**CITY OF SOUTH SAN FRANCISCO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: 4/24/92

**TOWN OF WOODSIDE**

ATTEST:

*Rita Johnson*  
Clerk of Town Council

BY *James D. ...*  
Mayor

AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT  
ESTABLISHING THE CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS

THIS IS AMENDMENT NO. 1 to the Joint Powers Agreement Establishing the City/County Association of Governments and is made in light of the following recitals:

A. The COUNTY OF SAN MATEO ("County") and 18 cities within the County ("Cities" or "City" as the context requires) previously entered into a Joint Powers Agreement Establishing the City/County Association of Governments ("the Joint Powers Agreement").

B. The Joint Powers Agreement included in Exhibit A a preliminary population count for County and each City (including San Bruno, which is not a party to the Joint Powers Agreement). These figures are used when the special voting procedures are requested and to determine each member's contribution to C/CAG.

C. The results of the decennial federal census will be available shortly and County and Cities desire to amend the Joint Powers Agreement to revise the population figures in Exhibit A and to provide a method for adjusting the figures in the future without further amendments to the Joint Powers Agreement.

NOW, THEREFORE, COUNTY AND CITIES AGREE as follows:

1. The last sentence of Section 4(c) of the Joint Powers Agreement is amended to read:

"In determining the population of local governments, the population shall be utilized as set forth in Exhibit A to Amendment No. 1 to the Joint Powers Agreement or as set forth in a resolution adopted by the Board of Directors pursuant to Section 19."

2. The third sentence of Section 6 of the Joint Powers Agreement is amended to read:

"The pro-rata share of each agency shall be based upon its population as reflected in Exhibit A to Amendment No. 1 to the Joint Powers Agreement or as set forth in a resolution adopted by the Board of Directors pursuant to Section 19."

3. Section 19 is added to the Joint Powers Agreement to read:

"19. Adjustment of Population Figures. The Board of Directors may adjust by resolution the population figures set forth in Exhibit A to Amendment No. 1 to the Joint Powers Agreement at any time based on the results of the decennial federal census or population figures provided by the State Department of Finance.

4. Exhibit A to the Joint Powers Agreement is amended as set forth in the revised Exhibit A attached to this Amendment.

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)

POPULATIONS OF CITIES AND PERCENTAGES OF TOTAL COUNTY POPULATION OF C/CAG  
MEMBER CITIES FOR C/CAG SPECIAL VOTING PROCEDURE CALCULATION

CITY/COUNTY	POPULATION*	% OF TOTAL CO. POPULATION**
DALY CITY	92,311	14.21%
SAN MATEO	85,486	13.15%
REDWOOD CITY	66,072	10.17%
SAN MATEO COUNTY	57,637	8.87%
SO. SAN FRANCISCO	54,312	8.36%
SAN BRUNO***	(38,961)	(5.99%)
PACIFICA	37,670	5.79%
FOSTER CITY	28,176	4.33%
MENLO PARK	28,040	4.31%
BURLINGAME	26,801	4.12%
SAN CARLOS	26,167	4.02%
BELMONT	24,127	3.71%
E. PALO ALTO	23,451	3.61%
MILLBRAE	20,412	3.14%
HILLSBOROUGH	10,667	1.64%
HALF MOON BAY	8,886	1.36%
ATHERTON	7,163	1.10%
WOODSIDE	5,035	0.77%
PORTOLA VALLEY	4,194	0.63%
BRISBANE	2,952	0.45%
COLMA	1,103	0.16%

\* Population source is the official 1990 Census, PUBLIC LAW P.L. 94-171

\*\* Percentages based on a total official 1990 Census County population,  
including the unincorporated area and San Bruno, of 649,623.

\*\*\* San Bruno is currently not a member of C/CAG. 6/14/91



5. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the dates indicated below.

Dated: August 13, 1991

ATTEST: *Shane Helton Hursley*  
Clerk of the Board

COUNTY OF SAN MATEO

BY *Tom Nolan*  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Town Council

TOWN OF ATHERTON

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of City Council

CITY OF BELMONT

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of City Council

CITY OF BRISBANE

BY \_\_\_\_\_  
Mayor

5. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the dates indicated below.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: 8/22/91

TOWN OF ATHERTON

ATTEST:

Richard J. Moore  
Clerk of Town Council

BY Christopher E. Colby  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

5. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the dates indicated below.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: July 23, 1991

CITY OF BELMONT

ATTEST:

Dorothy D. Hall  
Clerk of City Council

BY GR (Dick) Green  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

5. All other provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the dates indicated below.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

Dated: \_\_\_\_\_

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF BRISBANE

ATTEST:

*Angela Ryan*  
\_\_\_\_\_  
Clerk of City Council

BY *Strom W. Walds*  
\_\_\_\_\_  
Mayor

Dated: 8-5-91

CITY OF BURLINGAME

ATTEST:

*John A. Mayfatti*  
Clerk of City Council

BY *Gloria H. Barton*  
Mayor

Dated: \_\_\_\_\_

TOWN OF COLMA

ATTEST:

• \_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BURLINGAME

BY \_\_\_\_\_ Mayor

Dated: 5-15-92

ATTEST:

*Thomas Sotow*  
Clerk of Town Council

TOWN OF COLMA

BY *David M. [Signature]* Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF DALY CITY

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF EAST PALO ALTO

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF FOSTER CITY

BY \_\_\_\_\_ Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BURLINGAME

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF COLMA

BY \_\_\_\_\_  
Mayor

Dated: 7/22/91

ATTEST:  
*Laurie P. Lea*  
Clerk of City Council

CITY OF DALY CITY

BY *Anthony A. DiAmico*  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF EAST PALO ALTO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF FOSTER CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BURLINGAME

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF COLMA

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF DALY CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF EAST PALO ALTO

BY \_\_\_\_\_  
Mayor

Dated: August 7, 1991

ATTEST:

Cherese Dyce  
Clerk of City Council

CITY OF FOSTER CITY

BY [Signature]  
Mayor



Dated: 8-30-91

CITY OF HALF MOON BAY

ATTEST:

Maaty R. Robbins  
Clerk of City Council

BY Helen R. Pedersen  
Mayor

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: 5-4-92

TOWN OF HILLSBOROUGH

ATTEST:

*Eleanor M. Haigis*  
Clerk of Town Council

BY *Jean Caver*  
Mayor

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF HALF MOON BAY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF HILLSBOROUGH

BY \_\_\_\_\_  
Mayor

Dated: July 23, 1991

ATTEST:

Jaye M. Carr  
Clerk of City Council  
Jaye M. Carr

CITY OF MENLO PARK

BY Ted I. Sorensen  
Ted I. Sorensen - Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF MILLBRAE

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF PACIFICA

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

CITY OF HALF MOON BAY

ATTEST:

BY \_\_\_\_\_ Mayor

\_\_\_\_\_  
Clerk of City Council

Dated: \_\_\_\_\_

TOWN OF HILLSBOROUGH

ATTEST:

BY \_\_\_\_\_ Mayor

\_\_\_\_\_  
Clerk of Town Council

Dated: \_\_\_\_\_

CITY OF MENLO PARK

ATTEST:

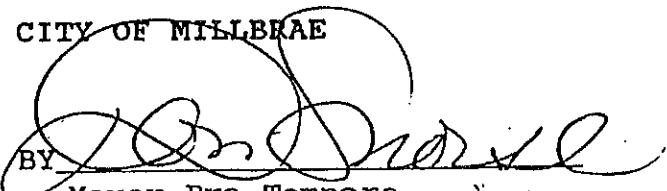
BY \_\_\_\_\_ Mayor


\_\_\_\_\_  
Clerk of City Council

Dated: \_\_\_\_\_

CITY OF MILLBRAE

ATTEST:

BY  Mayor Pro Tempore

  
Clerk of City Council

Dated: \_\_\_\_\_

CITY OF PACIFICA

ATTEST:

BY \_\_\_\_\_ Mayor

\_\_\_\_\_  
Clerk of City Council

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF HALF MOON BAY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF HILLSBOROUGH

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF MENLO PARK

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

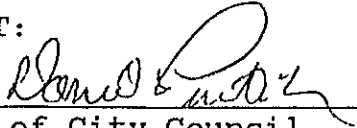
\_\_\_\_\_  
Clerk of City Council

CITY OF MILLBRAE


BY \_\_\_\_\_  
Mayor

Dated: 7/22/91

ATTEST:

  
\_\_\_\_\_  
Clerk of City Council  
Daniel V. Pincetich

CITY OF PACIFICA

BY   
Ginny Silva Jaquith, Mayor

Dated: 8/14/91

ATTEST:  
[Signature]  
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY [Signature]  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of City Council

CITY OF REDWOOD CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of City Council

CITY OF SAN CARLOS

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of City Council

CITY OF SAN MATEO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of Town Council

TOWN OF WOODSIDE

BY \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

CITY OF PORTOLA VALLEY

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

DATED: September 4, 1911

CITY OF REDWOOD CITY

By Georgi Laberge  
Mayor

ATTEST:

Carlyn C. Jorgenson  
Clerk of City Council

DATED: \_\_\_\_\_

CITY OF SAN BRUNO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

DATED: \_\_\_\_\_

CITY OF SAN CARLOS

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

DATED: \_\_\_\_\_

CITY OF SAN MATEO

By \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF REDWOOD CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

*Magaret R. Handley*  
\_\_\_\_\_  
Clerk of City Council

CITY OF SAN CARLOS

BY *S. Mitani*  
\_\_\_\_\_  
Vice Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN MATEO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF WOODSIDE

BY \_\_\_\_\_  
Mayor



Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF REDWOOD CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN CARLOS

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

*Annis Christen*  
\_\_\_\_\_  
Clerk of City Council

CITY OF SAN MATEO

BY *Jane M. Powell*  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF WOODSIDE

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF REDWOOD CITY

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN CARLOS

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN MATEO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

Sasparasal Battaya  
Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY Jack Drago  
Mayor

Dated: Sept. 5, 1991

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF WOODSIDE

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF REDWOOD CITY

BY \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN CARLOS

BY \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SAN MATEO

BY \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

ATTEST:

Ruth Swanson  
Clerk of Town Council

TOWN OF WOODSIDE

BY Ferry & Cavanaugh

Mayor



JOINT POWERS AGREEMENT ESTABLISHING  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS

THIS AGREEMENT, by and between the COUNTY OF SAN MATEO (hereinafter referred to as the "County") and those cities within the County of San Mateo who become signatories to this agreement, hereinafter referred to as "the Cities" or "City" as the context require), is made in light of the following recitals:

A. The County and the Cities have authority to perform a variety of functions in their respective communities and desire to establish a City/County Association of Governments (C/CAG) within the County of San Mateo whereby the parties will prepare, adopt, monitor and enforce county-wide state mandated plans as specified in 3(c) below. Local land-use decisions, except as they are affected by state-mandated county-wide plans, will remain solely within the cognizant local jurisdiction.

B. The parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code sections 6500 through 6518.

C. The County agrees that all advisory and state/federal mandated activities that are currently assigned to the Regional Planning Committee will be transferred to C/CAG upon its establishment.

NOW, THEREFORE, the County and the Cities, in consideration of the mutual promises and agreement contained herein, AGREE AS FOLLOWS:

1. Establishment of City/County Association of Governments of San Mateo County. The parties hereby create an entity to be known as the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") for the preparation, adoption, monitoring and enforcing of county-wide state mandated plans. C/CAG will also assume all the activities that are currently assigned to the Regional Planning Committee. The C/CAG shall be an entity which is separate from the parties to this agreement and shall be responsible for the administration of this agreement. Except as provided herein, the debts, liabilities, and obligations of the C/CAG shall be the debts, liabilities, and obligations of the entity and not the debts, liabilities, and/or obligations of the parties to this agreement. This agreement shall be effective upon its execution by the County and by at least eleven (11) cities representing the majority of the population of the County. This agreement shall continue in effect until terminated as provided herein.

2. Board of Directors. The Board of Directors of the City/County Association shall consist of a member of the City Council of each participating City to be selected by that City and one (1) member of the Board of Supervisors to be selected by the Board of Supervisors. Each member City Council and the Board of Supervisors may select one (1) alternate member from its body who shall participate when the regular member is absent. In addition, the County

Superintendent of Schools shall serve as a non-voting ex-officio member.

3. Purposes and Activities. The C/CAG is established to fulfill the following purposes operating through the Board of Directors for control, direction, and administration:

- (a) Plan, organize, and maintain the work of the C/CAG and be responsible for its overall operation.
- (b) Advise City Councils and the Board of Supervisors of all significant activities of the C/CAG.
- (c) Review, adopt, monitor and enforce the following state-mandated county-wide plans:
  - (1) Congestion Management Plan;
  - (2) Integrated Solid Waste Management Plan;
  - (3) Airport Land Use Plan;
  - (4) Hazardous Waste Management Plan;
- (d) Perform such additional County-wide planning activities as approved by or directed by two-thirds (2/3) of the members representing two-thirds (2/3) of the population of the County.

Final adoption of any such plans shall only be after the plan has been introduced at a prior meeting held at least thirty (30) days earlier.

- (e) Utilize and establish advisory subcommittees wherever necessary, including utilizing the existing subcommittees of the Regional Planning Committee as:

- (1) Airport Land Use Committee

- (2) EAU Project Review Committee
- (3) Water Committee
- (4) Solid Waste Committee
- (5) Transportation/Land Use Committee
- (6) Bikeways Advisory Committee

The Board of Directors may consider consolidating committees such as the Airport Land Use Committee and the Airport Roundtable and may create other subcommittees such as a special districts subcommittee and a school districts subcommittee. Subcommittee membership may include persons who are not members of the Board of Directors, including other elected officials or public members.

- (f) Adopt By-laws and such other rules of procedure as may be deemed necessary.

4. Voting Procedures. The parties intend to strive for consensus following full discussion but in the event consensus cannot be reached the following voting procedures shall be utilized.

(a) A quorum shall consist of at least a majority of the voting members and shall be required for all meetings of the C/CAG.

(b) All decisions and actions shall be by majority vote of those present unless the decisions involves the adoption of a county-wide plan or any one (1) member requests the use of the special voting procedures hereinafter set forth.



(c) The special voting procedures shall be utilized upon the request of any one (1) member and for the final adoption of county-wide plans. Special voting procedures shall be as follows: for a motion to be successful it must receive the votes of a majority of the members representing a majority of the population of the County. In determining the population of local governments, the population as of 1990 shall be utilized as set forth in Exhibit A, attached hereto.

5. Budget The Board annually shall adopt by October 1 of each year an operating budget for the C/CAG setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this agreement. The fiscal year for the C/CAG shall be from October 1 of each year to September 30 of the following year. Immediately after approving the annual budget, the Board shall recommend the budget to the governing bodies of the members for the purpose of securing from each of them contributions and/or appropriations in accordance with each party's obligations as set forth in section 6 below. It is expressly agreed and understood that the Board has no authority to bind any governing board to make the recommended contribution and/or appropriation and that this decision rests solely with each governing body. Each party shall deposit its monetary contribution to the budget with the C/CAG Treasurer on or before November 1 of each fiscal year.

6. Contribution of Parties. In consideration of the mutual promises contained herein, the parties agree that they shall

make the following annual contributions towards maintaining the program of the C/CAG.

Each member's contribution shall be its pro-rata share of the revenue needed for the annual budget as adopted by the Board of Directors. The pro-rata share of each agency shall be based upon its 1990 population as reflected in Exhibit A. By use of the special voting procedures under special circumstances the Board of Directors may waive contributions. If a member fails to pay its annual contribution, it shall forfeit its voting rights as provided in paragraph 10 and there shall be no further recourse against it for nonpayment.

7. Treasurer. The Board of Directors shall select a Treasurer from one of its member entities who shall be the depository and have custody of all the money and property of the C/CAG from whatever source. The duties of the C/CAG Treasurer shall include those set forth in the Government Code section 6500 et seq., Joint Exercise of Powers.

8. Controller. The Board of Directors shall select a Controller from one of its member entities who shall perform the functions of auditor and/or controller for the C/CAG. The duties of the C/CAG Controller shall include those set forth in Government Code section 6500 et seq., Joint Exercise of Powers.

9. Staffing. It is understood that C/CAG may require the support of its own administrative staff. When deemed necessary, the Board of Directors may employ an Executive Director. The Board shall

have responsibility for all employment decisions regarding said Executive Director who shall serve at the pleasure of the Board of Directors.

The Executive Director shall be responsible for the day-to-day administration of the C/CAG under the direction of the Board of Directors. The Executive Director shall seek advice and assistance from a committee of the County Manager, Sam Trans General Manager, and three (3) City Managers chosen by the City Manager's Association. The Executive Director shall have the authority to employ administrative staff consistent with the approved budget of the C/CAG. Staff responsibilities shall include the follow:

- a. Administrative support for the C/CAG;
- b. Meeting logistics;
- c. Conduct of minor studies and ad hoc assignments;
- d. Project management, including but not limited to:
  - (1) Preparation of Requests for Proposals;
  - (2) Consultant evaluation and selection;
  - (3) Contract management;
  - (4) Quality control (review of deliverables);
  - (5) Formulation of recommendations to C/CAG members;
- e. Inter-governmental coordination;
- f. Public information and public relations.

Prior to the appointment of an Executive Director, an administrative steering committee, composed of the County Manager, Sam Trans General Manager, and three (3) City Managers, to be selected by the City Managers Association, shall be responsible for providing any

necessary staff assistance to the C/CAG. It is understood that C/CAG may employ personnel, utilize existing County, Sam Trans or City staff, or retain professional consultants to perform any necessary staff work in meeting its goals and objectives. It is further understood that no County, Sam Trans or City staff will be utilized without the consent of the employing agency.

10. Withdrawal. Any party may withdraw from this agreement by filing written notice of intention to do so with the Chairman of the governing board by September 30th of each year. The rights and obligations of such party shall terminate at the end of the first full fiscal year for which the withdrawing party has made its contribution following such notice having been given. The withdrawal of any party from this agreement shall in no way affect the rights and obligations of the remaining parties. If a party withdraws from this agreement, such party shall not be entitled to the return of any funds contributed to the C/CAG nor to the return in cash or in kind of any materials or supplies until termination of this agreement. If a party fails to make its contribution in accordance with section 6 of this agreement, that agency shall forfeit its voting rights during the period of such non-payment. However, if one of the Cities or the County wishes to rejoin after forfeiting its membership by non-payment of its contribution, it may do so by paying the designated amount.

11. Termination and Disposition of Property. This agreement shall be deemed terminated when the number of Cities participating in this agreement contain less than a majority of the population of

the County, or are fewer than eleven (11) in number. Upon termination, equipment and all other assets shall be distributed to the parties hereto in proportion to the contributions of the parties during the life of the C/CAG including distribution to parties which may have withdrawn at an earlier date. Upon termination, any surplus money on hand shall be returned to the parties in proportion to the contributions of the parties during the life of the City/County Association of Government including distribution to parties which may have withdrawn at an earlier date.

12. Termination After Five Years. This agreement shall automatically terminate five (5) years from its effective date unless renewed in writing by the County and by at least eleven (11) cities containing a majority of the population of the County. Upon such termination, the provision of sections 10 and 11 apply. If the agreement is renewed, the parties shall specify the new term of the agreement.

13. Meetings. Monthly meetings of the C/CAG Board of Directors shall be held in accordance with the Brown Act, Government Code Section 54950 et seq. The Board of Directors shall establish a regular time and place for the required meetings. In addition the Board of Directors shall have such other meetings as are deemed necessary.

14. Notice of Agreement. Pursuant to Government Code section 6503.5, the C/CAG shall, within thirty (30) days after the

effective date of this agreement, cause a notice of the agreement to be prepared and filed with the Office of the Secretary of State.

15. Other Associations. Participation in C/CAG is not intended to preclude member entities from entering into similar agreements with other jurisdictions.

16. Legal Counsel. Unless the Board of Directors determines otherwise, the County Counsel shall serve as legal counsel to the C/CAG and provide all routine legal advice and service necessary including attendance at Board of Directors meetings.

17. Insurance. The County shall add the C/CAG to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of this agreement. Said excess liability insurance coverage has a \$250,000 self-insured retention by the County. Unless the Board of Directors decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the Office of the County Counsel.

Any out-of-pocket expenses or loss, by way of judgment or settlement, arising out the operation of this agreement, within the limits of the County's \$250,000 self-insured retention shall be shared by the parties in accordance with the formula set forth in section 6.

Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office of County Counsel.

18. Amendments. This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this \_\_\_\_ day of \_\_\_\_\_, 1990.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office of County Counsel.

18. Amendments. This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this \_\_\_\_ day of \_\_\_\_\_, 1990.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

TOWN OF ATHERTON

ATTEST:

Richard P. Marshall  
Clerk of the Town Council

BY Christopher E. Coley  
Mayor

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor



Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office of County Counsel.

18. Amendments. This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this 15th day of November, 1990.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
President of the Board  
of Supervisors

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

CITY OF BELMONT

ATTEST:

Dorothy D. Hall  
Clerk of City Council.

BY Edward J. Rodriguez  
Mayor

CITY OF BRISBANE

ATTEST:

*Josephine A. McHugh*  
Acting Clerk of City Council

BY *Steven W. Waldo*  
Mayor

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BURLINGAME

ATTEST:

*Judith R. Maglatti*  
\_\_\_\_\_  
Clerk of City Council

BY *Gloria J. Barton*  
\_\_\_\_\_  
Mayor

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF COLMA

ATTEST:

*James Linton*  
\_\_\_\_\_  
Clerk of Town Council

BY *Charles Gerrans*  
\_\_\_\_\_  
Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF BURLINGAME

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

TOWN OF COLMA

BY \_\_\_\_\_  
Mayor

Dated: 7/22/91

ATTEST:

*Suzanne P. Chen*  
Clerk of City Council

CITY OF DALY CITY

BY *Anthony A. DiAmmona*  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF EAST PALO ALTO

BY \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF FOSTER CITY

BY \_\_\_\_\_  
Mayor

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF EAST PALO ALTO

ATTEST:

*Leventis Hicks*  
\_\_\_\_\_  
Clerk of City Council

BY *William Hines* \_\_\_\_\_  
Mayor

CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

BY \_\_\_\_\_  
Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF FOSTER CITY

ATTEST:

*Cherise Lopez*  
\_\_\_\_\_  
Clerk of City Council

BY *Tom Quinn*  
\_\_\_\_\_  
Mayor

CITY OF HALF MOON BAY

ATTEST:

Dorothy R. Robbins  
Clerk of City Council

BY Helen R. Bedeem  
Mayor

CITY OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor



CITY OF HALF MOON BAY

TEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HILLSBOROUGH

ATTEST:

*Eleanor M. Sturgi*  
\_\_\_\_\_  
Clerk of City Council

BY *Harry M. Larson*  
\_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

Jaye M. Carr  
Clerk of City Council  
Jaye M. Carr

BY Gerald R. Grant  
Gerald R. Grant - Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

*Alicia Espinoza*  
\_\_\_\_\_  
Clerk of City Council

*Robert A. Fresco*  
BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF HALF MOON BAY

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF HILLSBOROUGH

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF MENLO PARK

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF MILLBRAE

BY \_\_\_\_\_  
Mayor

ATTEST:

*Don P. ...*  
\_\_\_\_\_  
Clerk of City Council

CITY OF PACIFICA

BY *Peter Loeb*  
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of City Council

CITY OF PORTOLA VALLEY

BY \_\_\_\_\_  
Mayor

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PACIFICA

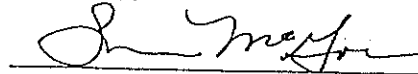
ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF PORTOLA VALLEY

ATTEST:

  
\_\_\_\_\_  
Clerk of City Council

BY   
\_\_\_\_\_  
Mayor

CITY OF REDWOOD CITY

ATTEST:

Arlyn C. Greenon  
Clerk of City Council

BY George La Berge  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

JPA11.RET/APUCKETT

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

*Maureen R. Hanley*  
\_\_\_\_\_  
Clerk of City Council

BY *Kevin Kelly*  
\_\_\_\_\_  
Mayor

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

JPA11.RET/APUCKETT

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN MATEO

ATTEST:

(SEAL) /s/ DORIS CHRISTEN  
\_\_\_\_\_  
Clerk of City Council

BY /s/ THOMAS R. MACK  
\_\_\_\_\_  
Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

JPA11.RFT/APUCKETT



CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

*Susana A. Battaya*  
\_\_\_\_\_  
Clerk of City Council

BY *J. Drago*  
\_\_\_\_\_  
Mayor

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of the Town Council

BY \_\_\_\_\_  
Mayor

JPA11.RET/APUCKETT

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

BY \_\_\_\_\_  
Mayor

TOWN OF WOODSIDE

ATTEST:

*Lucia Swanson*  
\_\_\_\_\_  
Clerk of the Town Council

BY *Jean Stoff*  
\_\_\_\_\_  
Mayor

JPA11.RFT/APUCKETT

Preliminary Population Count

9/19/90

<u>Jurisdiction</u>	<u>Population</u>
San Mateo	94,829
Daly City	91,209
Redwood City	65,261
South San Francisco	53,090
San Mateo County	46,682
San Bruno	39,023
Pacifica	37,036
Menlo Park	28,412
Foster City	28,121
Burlingame	26,727
San Carlos	25,706
Belmont	23,659
East Palo Alto	21,808
Millbrae	20,182
Hillsborough	10,609
Half Moon Bay	8,409
Atherton	6,700
Woodside	4,833
Portola Valley	4,319
Brisbane	2,937
Colma	1,024
	593,894
	<u>46,682</u>
	640,576

Preliminary Population Count

9/19/90

<u>Jurisdiction</u>	<u>Population</u>
San Mateo	94,829
Daly City	91,209
Redwood City	65,261
South San Francisco	53,090
San Mateo County	46,682
San Bruno	39,023
Pacifica	37,036
Menlo Park	28,412
Foster City	28,121
Burlingame	26,727
San Carlos	25,706
Belmont	23,659
East Palo Alto	21,808
Millbrae	20,182
Hillsborough	10,609
Half Moon Bay	8,409
Atherton	6,700
Woodside	4,833
Portola Valley	4,319
Brisbane	2,937
Colma	1,024
	593,894
	<u>46,682</u>
	640,576

# JOINT POWERS AGREEMENT

## Continuing Establishment of the City/County Association of Governments

THIS AGREEMENT, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and those cities within the County of San Mateo who become signatories to this agreement, hereinafter referred to as "Cities" or "City" as the context requires), is made in light of the following recitals:

A. The County and the Cities have authority to perform a variety of functions in their respective communities and desire to establish a City/County Association of Governments (C/CAG) within the County of San Mateo whereby the parties will prepare, adopt, monitor and enforce county-wide state mandated plans as specified in 3(c) below. Local land-use decisions, except as they are affected by state-mandated county-wide plans, will remain solely within the cognizant local jurisdiction.

B. The parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500 through 6518.

C. The County agrees that all advisory and state/federal mandated activities that were previously assigned to the Regional Planning Committee are transferred to C/CAG.

NOW, THEREFORE, the County and the Cities, in consideration of the mutual promises and agreements contained herein, AGREE AS FOLLOWS:



1. Establishment of City/County Association of Governments of San Mateo

County. The parties hereby create an entity to be known as the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") for the preparation, adoption, monitoring and enforcing of county-wide state mandated plans. C/CAG will also assume all the activities that were formerly assigned to the Regional Planning Committee. C/CAG shall be an entity which is separate from the parties to this agreement and shall be responsible for the administration of this agreement. Except as provided herein, the debts, liabilities, and obligations of C/CAG shall be the debts, liabilities, and obligations of the entity and not the debts, liabilities, and/or obligations of the parties to this agreement.

*C/CAG shall have the power and is authorized to do any or all of the following:*

- (a) To make and enter contracts;*
- (b) To employ agents and employees;*
- (c) To lease, maintain, manage, acquire, construct or operate any building, works or improvements;*
- (d) To acquire, hold, or dispose of property;*
- (e) To incur debts, liabilities, or obligations;*
- (f) To sue and be sued in its own name;*

2. Board of Directors. The Board of the City/County Association shall consist of a member of the City Council of each participating City to be selected by that City and one (1) member of the Board of Supervisors to be selected by the Board of Supervisors. Each City Council and the Board of Supervisors may select one (1) alternate member from its body who





shall participate when the regular member is absent. In addition, there shall be four (4) non-voting ex-officio members: the County Superintendent of Schools; a member of the San Francisco Airport Commission selected by the Commission; a member of the San Mateo County Transit District Board of Directors selected by the Board of Directors; a member of the San Mateo County Transportation Authority selected by the Authority.

3. Purposes and Activities. C/CAG is established to fulfill the following purposes operating through the Board of Directors for control, direction, and administration:

- (a) Plan, organize, and maintain the work of C/CAG and be responsible for its overall operation.
- (b) Advise City Councils and the Board of Supervisors of all significant activities of C/CAG.
- (c) Review, adopt, monitor and enforce the following state-mandated county-wide plans:
  - (1) Congestion Management Plan;
  - (2) Integrated Solid Waste Management Plan;
  - (3) Airport Land Use Plan;
  - (4) Hazardous Waste Management Plan;
  - (5) NPDES - Stormwater Management Plan.
- (d) Perform such additional county-wide planning activities as approved by or directed by two-thirds (2/3) of the members representing two-thirds (2/3) of the population of the County. Final adoption of any such plans shall only be after the plan has



been introduced at a prior meeting held at least twenty-five (25) days earlier.

- (e) Utilize and establish advisory subcommittees wherever necessary, including utilizing the subcommittees of the former Regional Planning Committee as:
  - (1) Airport Land Use Committee
  - (2) FAU Project Review Committee
  - (3) Water Committee
  - (4) Solid Waste Committee
  - (5) Transportation/Land Use Committee
  - (6) Bikeways Advisory Committee

~~The Board of Directors may consider consolidating committees such as the Airport Land Use Committee and the Airport Roundtable and may create other subcommittees such as a Special Districts Subcommittee and a School Districts Subcommittee.~~ Subcommittee membership may include persons who are not members of the Board of Directors, including other elected officials or public members.

- (f) Adopt By-laws and such other rules of procedure as may be deemed necessary.

4. Voting Procedures. The parties intend to strive for consensus following full discussion but in the event consensus cannot be reached the following voting procedures shall be utilized.



- (a) A quorum shall consist of at least a majority of the voting members and shall be required for all meetings of C/CAG.
- (b) All decisions and actions shall be by majority vote of those present unless the decision involves the adoption of a county-wide plan or any one (1) member requests the use of the special voting procedures hereinafter set forth.
- (c) The special voting procedures shall be utilized upon the request of any one (1) member and for the final adoption of county-wide plans. Special voting procedures shall be as follows: for a motion to be successful it must receive the votes of a majority of the members representing a majority of the population of the County. In determining the population of local governments, the population shall be utilized as set forth in a resolution adopted by the Board of Directors pursuant to Section 19.

5. Budget. The Board annually shall adopt, by a date C/CAG designates by resolution, an operating budget for C/CAG setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this agreement. C/CAG shall establish its fiscal year by resolution. Immediately after approving the annual budget, the Board shall recommend the budget to the governing bodies of the members for the purpose of securing from each of them contributions and/or appropriations in accordance with each party's obligations as set forth in Section 6 below. It is expressly agreed and understood that the Board has no authority to bind any governing board to make the recommended contribution and/or appropriation and that this decision rests solely with each governing body. Each party shall



deposit its monetary contribution to the budget with the C/CAG Treasurer on or before the date C/CAG designates by resolution.

6. Contribution of Parties. In consideration of the mutual promises contained herein, the parties agree that they shall make the following annual contributions towards maintaining the program of C/CAG.

Each member's contribution shall be its pro-rata share of the revenue needed for the annual budget as adopted by the Board of Directors. The pro-rata share of each agency shall be based upon its population as set forth in a resolution adopted by the Board of Directors pursuant to Section 19. By use of the special voting procedures under special circumstances the Board of Directors may waive contributions. If a member fails to pay its annual contribution, it shall forfeit its voting rights as provided in Paragraph 10 and there shall be no further recourse against it for nonpayment.

7. Treasurer. The Board of Directors shall select a Treasurer from one of its member entities who shall be the depository and have custody of all the money and property of C/CAG from whatever source. The duties of the C/CAG Treasurer shall include those set forth in the Government Code Section 6500 et seq., Joint Exercise of Powers.

8. Controller. The Board of Directors shall select a Controller from one of its member entities who shall perform the functions of auditor and/or controller for C/CAG. The duties of the C/CAG Controller shall include those set forth in Government Code Section 6500 et seq., Joint Exercise of Powers.





9. Staffing. It is understood that C/CAG may require the support of its own administrative staff. When deemed necessary, the Board of Directors may employ an Executive Director. The Board shall have responsibility for all employment decisions regarding said Executive Director who shall serve at the pleasure of the Board of Directors.

The Executive Director shall be responsible for the day-to-day administration of C/CAG under the direction of the Board of Directors. The Executive Director shall seek advice and assistance from the *Administrators' Advisory Committee*. The Executive Director shall have the authority to employ administrative staff consistent with the approved budget of C/CAG. ~~Staff responsibilities shall include the following:~~

- ~~a. — Administrative support for C/CAG;~~
- ~~b. — Meeting logistics;~~
- ~~c. — Conduct of minor studies and ad hoc assignments;~~
- ~~d. — Project management, including but is not limited to:
  - ~~(1) — Preparation of Requests for Proposals;~~
  - ~~(2) — Consultant evaluation and selection;~~
  - ~~(3) — Contract management;~~
  - ~~(4) — Quality control (review of deliverables);~~
  - ~~(5) — Formulation of recommendations to C/CAG members;~~~~
- ~~e. — Inter governmental coordination;~~
- ~~f. — Public information and public relations.~~

*There shall be an Administrators' Advisory Committee. The Committee will be advisory to the C/CAG Board of Directors and Executive Director to assist them to most effectively accomplish the objectives of C/CAG by giving advice on agenda matters, monitoring*



*outcomes of activities, assisting with identifying and allocating resources, and communicating with all members. The Committee members shall be: the City Managers from cities that contract staff to C/CAG, the County Manager, the General Manager of SamTrans, one (1) City Manager appointed by the City Managers' Association, and, the Chair and Vice-Chair and Legal Counsel of C/CAG as ex-officio members. Committee Chairs and staff who have items for discussion at the Committee will be invited to participate.*

It is understood that C/CAG may employ personnel, utilize existing County, SamTrans or City staff, or retain professional consultants to perform any necessary staff work in meeting its goals and objectives. It is further understood that no County, SamTrans or City staff will be utilized without the consent of the employing agency.

10. Withdrawal. Any party may withdraw from this agreement by filing written notice of intention to do so with the Chair of the governing board by September 30th of each year, or by another date C/CAG designates by resolution. The rights and obligations of such party shall terminate at the end of the first full fiscal year for which the withdrawing party has made its contribution following such notice having been given. The withdrawal of any party from this agreement shall in no way affect the rights and obligations of the remaining parties. If a party withdraws from this agreement, such party shall not be entitled to the return of any funds contributed to C/CAG nor to the return in cash or in kind of any materials or supplies until termination of this agreement. If a party fails to make its contribution in accordance with Section 6 of this agreement, that agency shall forfeit its voting rights during the period of such non-payment. However, if one of the Cities or the County wishes to rejoin after forfeiting its membership by non-payment of its contribution, it may do so by paying the designated amount.



11. Termination and Disposition of Property. This agreement shall be deemed terminated when the number of Cities participating in this agreement contain less than a majority of the population of the County, or are fewer than eleven (11) in number. Upon termination, equipment and all other assets shall be distributed to the parties hereto in proportion to the contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date. Upon termination, any surplus money on hand shall be returned to the parties in proportion to the contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date.

12. Effective Date/Termination Date. This agreement shall be effective on July 1, 1995, or upon its execution by the County and by at least eleven (11) cities representing the majority of the population of the County, whichever is later. This agreement shall automatically terminate on December 1, 1999, unless renewed in writing by the County and by at least eleven cities containing a majority of the population of the County. Upon such termination, the provisions of Sections 10 and 11 apply.

13. Meetings. Monthly meetings of the C/CAG Board of Directors shall be held in accordance with the Brown Act, Government Code Section 54950 et seq. The Board of Directors shall establish a regular time and place for the required meetings. In addition, the Board of Directors shall have such other meetings as are deemed necessary.



14. Notice of Agreement. Pursuant to Government Code Section 6503.5, C/CAG shall, within thirty (30) days after the effective date of this agreement, cause a notice of the agreement to be prepared and filed with the Office of the Secretary of State.

15. Other Associations. Participation in C/CAG is not intended to preclude member entities from entering into similar agreements with other jurisdictions.

16. Legal Counsel. Unless the Board of Directors determines otherwise, the County Counsel shall serve as legal counsel to C/CAG and provide all routine legal advice and service necessary including attendance at Board of Directors meetings.

17. Insurance. The County shall add C/CAG to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of this agreement. Said excess liability insurance coverage has a \$250,000 self-insured retention by the County. Unless the Board of Directors decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the Office of the County Counsel.

Any out-of-pocket expenses or loss, by way of judgment or settlement, arising out of the operation of this agreement, within the limits of the County's \$250,000 self-insured retention shall be shared by the parties in accordance with the formula set forth in Section 6. Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office of the County Counsel.





18. Amendments. This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

19. Adjustment of Population Figures. The Board of Directors shall establish by resolution the population figures to be utilized in determining the population of local governments under this agreement based on the results of the decennial federal census or population figures provided by the State Department of Finance, and may revise the population figures at any time by resolution.

20. Clean Air Vehicle Registration Fee Program. C/CAG shall serve as the overall program manager for the San Mateo County under Health and Safety Code Section 44241 for funds made available by the increase in motor vehicle registration fees that the Bay Area Air Quality Management District is authorized to levy under A.B. 434, (1991 Statutes, Chapter 807.)

21. Storm Water Discharge Plan and Permit. The City/County Association of Governments shall assume responsibility for the following activities under the National Pollutant Discharge Elimination System (NPDES) Program (40 CFR 122):

- (a) Ratify submission of a county-wide storm water discharge permit application and accept permit on behalf of the County and Cities in the County, as co-permittees.
- (b) Prepare preliminary draft and final draft storm water management plan describing existing activities the County and Cities are conducting to help



minimize the discharge of pollutants to storm water, describing new pollution measures that will be undertaken during the initial five year period of the NPDES permit, and containing other matters C/CAG determines are necessary or desirable.

- (c) Identify and recommend alternatives for implementation of a revenue program.
- (d) Enter into contracts with the County, the Cities, the County Flood Control District, and other entities to implement the revenue program and the storm water management plan.
- (e) Perform additional county-wide activities in connection with the NPDES program as set forth in the storm water management plan approved by, or as directed, by the Board of Directors.
- (f) Provide coordination and overall management of the NPDES program and advice to the County and the Cities on implementation.

The County and each City shall be solely responsible for complying with NPDES permit conditions and all federal, state, and local laws and regulations, relating to discharges from the storm sewers in its jurisdiction and under its control. The County and each City shall defend, indemnify, and hold harmless every other party to this agreement, and its officers and employees, from all claims, suits, actions, fines, penalties, damages, or liability of every name, kind, and description arising in any way out of the negligent or intentional acts of that County or City in complying or failing to comply with NPDES permit conditions, and all federal, state, and local regulations applicable to that County or City.



22. Service Authority for Abatement of Abandoned Vehicles. C/CAG shall

be the service authority for the abatement of abandoned vehicles under Vehicle Code Section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an address in San Mateo County as authorized by Vehicle Code Sections 9250.7 and 22710. As provided in Vehicle Code Section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

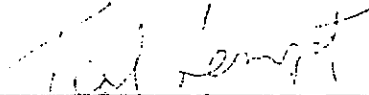
COUNTY OF SAN MATEO

ATTEST:



Clerk of the Board

by



President of the Board of Supervisors

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by

\_\_\_\_\_  
Mayor

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by

\_\_\_\_\_  
Mayor



22. Service Authority for Abatement of Abandoned Vehicles. C/CAG shall be the service authority for the abatement of abandoned vehicles under Vehicle Code Section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an address in San Mateo County as authorized by Vehicle Code Sections 9250.7 and 22710. As provided in Vehicle Code Section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
*Clerk of the Board*

by \_\_\_\_\_  
*President of the Board of Supervisors*

TOWN OF ATHERTON

ATTEST:

*Jillie G. Muteh*  
\_\_\_\_\_  
*Deputy Clerk of Town Council*

by *Glenn M. Zula*  
\_\_\_\_\_  
*Mayor*

CITY OF BELMONT

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*





22. Service Authority for Abatement of Abandoned Vehicles. C/CAG shall be the service authority for the abatement of abandoned vehicles under Vehicle Code Section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an address in San Mateo County as authorized by Vehicle Code Sections 9250.7 and 22710. As provided in Vehicle Code Section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
*Clerk of the Board*

by \_\_\_\_\_  
*President of the Board of Supervisors*

TOWN OF ATHERTON

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF BELMONT

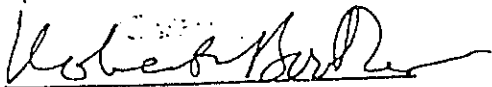
ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by *Madeleine DellaSantina*  
*Mayor*



APPROVED AS TO FORM:



ROBERT K. BOOTH, JR.  
CITY ATTORNEY

CITY OF BRISBANE

ATTEST:

  
Clerk of City Council

by  Mayor

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_ Mayor

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor



CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF BURLINGAME

ATTEST:

*Judith R. Maggioni*  
\_\_\_\_\_  
*Clerk of City Council*

*Marti Knight*  
by \_\_\_\_\_  
*Mayor*

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF COLMA

ATTEST:

*Sharon L. Lister*  
\_\_\_\_\_  
*Clerk of Town Council*

*[Handwritten Signature]*  
by \_\_\_\_\_  
*Mayor*

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*





CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF DALY CITY

ATTEST:

*Luaine O'Leary*  
\_\_\_\_\_  
*Clerk of City Council*

by *Michael L. Quinn*  
\_\_\_\_\_  
*Mayor*

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



CITY OF BRISBANE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF BURLINGAME

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF COLMA

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF DALY CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF EAST PALO ALTO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by *Joe Jacobo Wilson*  
*Mayor*



CITY OF FOSTER CITY

ATTEST:

*[Handwritten Signature]*  
Clerk of City Council

by *[Handwritten Signature]*  
Mayor

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor



CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF HALF MOON BAY

ATTEST:

*Dorothy R. Robinson*  
\_\_\_\_\_  
Clerk of City Council

by *T. Lomi Katsuda*  
\_\_\_\_\_  
Mayor

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor





CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF HILLSBOROUGH

ATTEST:

*Katherine [Signature]*  
\_\_\_\_\_  
*Clerk of Town Council*

by *James M. Boyer*  
\_\_\_\_\_  
*Mayor*

CITY OF MENLO PARK

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_ Mayor

CITY OF MENLO PARK

ATTEST:

Jaye M. Carr  
Clerk of City Council - Jaye M. Carr

by R.P. (Dee) Tolles Mayor

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor



CITY OF FOSTER CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF HALF MOON BAY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF HILLSBOROUGH

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF MENLO PARK

ATTEST:

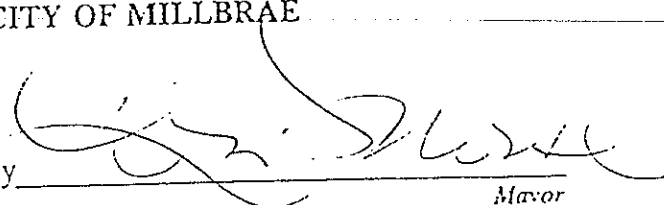
\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF MILLBRAE

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by   
*Mayor*



CITY OF PACIFICA

ATTEST:

Charles Euglid  
Clerk of City Council

by Barbara A. Carr  
Mayor

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor





CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF PORTOLA VALLEY

ATTEST:

*J. White*  
\_\_\_\_\_  
*Clerk of Town Council*

by *[Signature]*  
\_\_\_\_\_  
*Mayor*

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

CITY OF REDWOOD CITY

ATTEST:

*Arlyn C. Jorgensen*  
\_\_\_\_\_  
Clerk of City Council

*[Signature]*  
\_\_\_\_\_  
Mayor

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor



APR 28 1995

CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SAN BRUNO

ATTEST:

*Terri Kasnussen*  
\_\_\_\_\_  
*Clerk of City Council*

by *Ed Simon*  
\_\_\_\_\_  
*Mayor*

CITY OF SAN CARLOS

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



CITY OF PACIFICA

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF PORTOLA VALLEY

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

CITY OF REDWOOD CITY

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SAN BRUNO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SAN CARLOS

ATTEST:

*Margaret L. Halley*  
\_\_\_\_\_  
*Clerk of City Council*

by *Kevin L. Kelly*  
\_\_\_\_\_  
*Mayor*





CITY OF SAN MATEO

ATTEST:

*Maria Gomez*  
Clerk of City Council

by *Claire Mack* Mayor

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_ Mayor

F:\AG\wpdata\JPA\JPA1995  
03/15/95



CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF WOODSIDE

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

F:\AG\wpdata\UPA\JPA1995  
03/15/95



CITY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

CITY OF SOUTH SAN FRANCISCO

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

TOWN OF WOODSIDE

ATTEST:

*Bill Swanson*  
*Clerk of Town Council*

by *R. W. C. M.*  
*Mayor*

F:\AG\wpdata\JPA\JPA1995  
03/15/95



# JOINT POWERS AGREEMENT

## Continuing Establishment of the City/County Association of Governments

THIS AGREEMENT, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "County") and those cities within the County of San Mateo who become signatories to this agreement (hereinafter referred to as "Cities" or "City" as the context requires), is made in light of the following recitals:

A. The County and the Cities have authority to perform a variety of functions in their respective communities and desire to establish a City/County Association of Governments (C/CAG) within the County of San Mateo whereby the parties will prepare, review, adopt, monitor and facilitate implementation by the member agencies county-wide state mandated plans as specified in 3(c) below. Local land-use decisions, except as they are affected by state-mandated county-wide plans, will remain solely within the cognizant local jurisdiction.

B. The parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500 through 6518.

**NOW, THEREFORE**, the County and the Cities, in consideration of the mutual promises and agreements contained herein, **AGREE AS FOLLOWS**:

1. Establishment of City/County Association of Governments of San Mateo County. The parties hereby create an entity to be known as the City/County Association of

Governments of San Mateo County (hereinafter referred to as "C/CAG") for the preparation, review, adoption, monitoring and facilitation of implementation by the member agencies of county-wide state mandated plans. C/CAG shall be an entity which is separate from the parties to this agreement and shall be responsible for the administration of this agreement. Except as provided herein, the debts, liabilities, and obligations of C/CAG shall be the debts, liabilities, and obligations of the entity and not the debts, liabilities, and/or obligations of the parties to this agreement.

C/CAG shall have the power and is authorized to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, maintain, manage, acquire, construct or operate any building, works or improvements;
- (d) To acquire, hold, or dispose of property;
- (e) To incur debts, liabilities, or obligations;
- (f) To sue and be sued in its own name;

2. **Board of Directors.** The Board of the City/County Association of Governments of San Mateo County (C/CAG) shall consist of a member of the City Council of each participating City to be selected by that City and one (1) member of the Board of Supervisors to be selected by the Board of Supervisors. Each City Council and the Board of Supervisors may select one (1) alternate member from its body who shall participate when the regular member is absent. In addition, there shall be two (2) non-voting ex-officio members: a representative of the San Mateo County Transit District Board of Directors selected by the Board of Directors and a representative of the San Mateo County Transportation Authority selected by the Authority. Additional Ex-Officio members may be



established by Board action in accordance with the special voting procedures identified in 4 (c). Regular attendance by the designated representative or alternate at the C/CAG Board and *Committee* meetings shall be encouraged by the C/CAG Board and member agencies.

3. **Purposes and Activities.** C/CAG is established to fulfill the following purposes operating through the Board of Directors for control, direction, and administration:

- (a) Plan, organize, and maintain the work of C/CAG and be responsible for its overall operation.
- (b) Advise City Councils and the Board of Supervisors of all significant activities of C/CAG.
- (c) Prepare, review, adopt, monitor and facilitate implementation by the member agencies the following state-mandated county-wide plans:
  - (1) Congestion Management Plan (as the designated Congestion Management Agency including enforcing compliance with the Congestion Management Plan);
  - (2) Integrated Solid Waste Management Plan (as the designated Local Task Force);
  - (3) Airport Land Use Plan (as the designated Airport Land Use Commission);
  - (4) Hazardous Waste Management Plan;
  - (5) NPDES - Stormwater Management Plan.
- (d) Perform such additional county-wide planning activities as approved by or directed by two-thirds (2/3) of the members

representing two-thirds (2/3) of the population of the County. Final adoption of any such plans shall only be after the plan has been introduced at a prior meeting held at least twenty-five (25) days earlier.

(e) Perform any additional County-Wide activities as set forth in this agreement (Sections **20, 21, 22, 23, 24, 25, and 26**).

(f) Utilize and establish advisory committees wherever necessary, including but not limited to:

- (1) Airport Land Use Committee
- (2) Congestion Management and ***Environmental*** Quality Committee
- (3) Congestion Management Plan (CMP) Technical Advisory Committee
- (4) Solid Waste Advisory Committee (Local Task Force)
- (5) Hazardous Waste Management Plan Advisory Committee
- (6) Bikeways and Pedestrian Advisory Committee
- (7) Finance Committee
- (8) NPDES Committee
- (9) NPDES Technical Advisory Committee
- (10) Legislative Committee
- (11) ***Resource Management and Climate Protection Committee***
- (12) ***C/CAG Investment Committee***

***Committees*** may be established by Board action in accordance with the special voting procedures identified in 4 (c). ***Committee*** membership may include persons who are not members of the Board of Directors, including other elected

officials or public members.

- (g) Adopt By-laws and such other rules of procedure as may be deemed necessary.

The duties, responsibilities or obligations of C/CAG, as set forth in this Agreement, are not intended, and shall not be interpreted, to expand or diminish any legal duties, responsibilities or obligations that any city or county member of C/CAG has, or may in the future have, under any provision of State or Federal law.

Notwithstanding anything to the contrary in any other provision of this Agreement, C/CAG shall have no authority and/or obligation to implement or enforce the provisions of any County-wide plan except when C/CAG is functioning as an agency specifically designated by state or federal law as having the authority and/or obligation to implement or enforce such County-wide plan.

4. **Voting Procedures.** The parties intend to strive for consensus following full discussion but in the event consensus cannot be reached the following voting procedures shall be utilized.

- (a) A quorum shall consist of at least a majority of the voting members and shall be required for all meetings of C/CAG.
- (b) All decisions and actions shall be by majority vote of those present unless the decision involves the adoption of a county-wide plan or any one (1) member requests the use of the special voting procedures hereinafter set forth.
- (c) The special voting procedures shall be utilized upon the request of any one (1) member. Addition of Ex-Officio members to the Board, the establishment of *Committees*, and the final adoption of county-wide plans shall require the

special voting procedures. Special voting procedures shall be as follows: for a motion to be successful it must receive the votes of a majority of the members representing a majority of the population of the County. In determining the population of local governments, the population shall be utilized as set forth in a resolution adopted by the Board of Directors pursuant to Section 19.

5. **Budget.** The Board annually shall adopt, by a date C/CAG designates by resolution, an operating budget for C/CAG setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this agreement. C/CAG shall establish its fiscal year by resolution. Immediately after approving the annual budget, the Board shall recommend the budget to the governing bodies of the members for the purpose of securing from each of them contributions and/or appropriations in accordance with each party's obligations as set forth in Section 6 below. It is expressly agreed and understood that the Board has no authority to bind any governing board to make the recommended contribution and/or appropriation and that this decision rests solely with each governing body. Each party shall deposit its monetary contribution to the budget with the C/CAG Treasurer on or before the date C/CAG designates by resolution.

6. **Contribution of Parties.** In consideration of the mutual promises contained herein, the parties agree that they shall make the following annual contributions towards maintaining the program of C/CAG.

Each member's contribution shall be its pro-rata share of the revenue needed for the annual budget as adopted by the Board of Directors. The pro-rata share of each agency shall be based upon its population as set forth in a resolution adopted by the Board of Directors pursuant to

Section 19. By use of the special voting procedures under special circumstances the Board of Directors may waive contributions. If a member fails to pay its annual contribution, it shall forfeit its voting rights as provided in Paragraph 10 and there shall be no further recourse against it for nonpayment.

7. **Treasurer.** The Board of Directors shall select a Treasurer from one of its member entities who shall be the depository and have custody of all the money and property of C/CAG from whatever source. The duties of the C/CAG Treasurer shall include those set forth in the Government Code Section 6500 et seq., Joint Exercise of Powers.

8. **Controller.** The Board of Directors shall select a Controller from one of its member entities who shall perform the functions of auditor and/or controller for C/CAG. The duties of the C/CAG Controller shall include those set forth in Government Code Section 6500 et seq., Joint Exercise of Powers.

9. **Staffing.** It is understood that C/CAG may require the support of its own administrative staff. When deemed necessary, the Board of Directors may employ an Executive Director. The Board shall have responsibility for all employment decisions regarding said Executive Director who shall serve at the pleasure of the Board of Directors.

The Executive Director shall be responsible for the day-to-day administration of C/CAG under the direction of the Board of Directors. The Executive Director shall seek advice and assistance from the Administrators' Advisory Committee. The Executive Director shall have the authority to employ administrative staff consistent with the approved budget of C/CAG.

There shall be an Administrators' Advisory Committee. The Committee will be advisory to the C/CAG Board of Directors and Executive Director to assist them to most effectively accomplish the objectives of C/CAG by giving advice on agenda matters, monitoring outcomes of activities, assisting with identifying and allocating resources, and communicating with all members. The Committee members shall be: the City Managers from cities that contract staff to C/CAG, the County Manager, the General Manager of SamTrans, one (1) City Manager appointed by the City Managers' Association, and, the Chair and Vice-Chair(s) and Legal Counsel of C/CAG as ex-officio members. Committee Chairs and staff who have items for discussion at the Committee will be invited to participate. The definition and membership of this Committee may be revised by Board action in accordance with the special voting procedures identified in 4 (c).

It is understood that C/CAG may employ personnel, utilize existing County, SamTrans or City staff, or retain professional consultants to perform any necessary staff work in meeting its goals and objectives. It is further understood that no County, SamTrans or City staff will be utilized without the consent of the employing agency.

10. **Withdrawal.** Any party may withdraw from this agreement by filing written notice of intention to do so with the Chair of the governing board by September 30th of each year, or by another date C/CAG designates by resolution. The rights and obligations of such party shall terminate at the end of the first full fiscal year for which the withdrawing party has made its contribution following such notice having been given. The withdrawal of any party from this agreement shall in no way affect the rights and obligations of the remaining parties. If a party withdraws from this agreement, such party shall not be entitled to the return of any funds contributed to C/CAG nor to the return in cash or in kind of any materials or supplies until termination of this

agreement. If a party fails to make its contribution in accordance with Section 6 of this agreement, that agency shall forfeit its voting rights during the period of such non-payment. However, if one of the Cities or the County wishes to rejoin after forfeiting its membership by non-payment of its contribution, it may do so by paying the designated amount.

11. **Termination and Disposition of Property.** This agreement shall be deemed terminated when the number of Cities participating in this agreement contain less than a majority of the population of the County, or are fewer than eleven (11) in number. Upon termination, equipment and all other assets shall be distributed to the parties hereto in proportion to the contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date. Upon termination, any surplus money on hand shall be returned to the parties in proportion to the contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date.

12. **Effective Date/Termination Date.** This agreement shall be effective on July 1, 2011, or upon its execution by the County and by at least eleven (11) cities representing the majority of the population of the County, whichever is later. This agreement *shall continue at least until December 1, 2015, and thereafter shall continue until terminated pursuant to Section 11 of this agreement.*

13. **Meetings.** Monthly meetings of the C/CAG Board of Directors shall be held in accordance with the Brown Act, Government Code Section 54950 et seq. The Board of Directors shall establish a regular time and place for the required meetings. In addition, the Board of Directors

shall have such other meetings as are deemed necessary.

14. **Notice of Agreement.** Pursuant to Government Code Section 6503.5, C/CAG shall, within thirty (30) days after the effective date of this agreement, cause a notice of the agreement to be prepared and filed with the Office of the Secretary of State.

15. **Other Associations.** Participation in C/CAG is not intended to preclude member entities from entering into similar agreements with other jurisdictions.

16. **Legal Counsel.** Unless the Board of Directors determines otherwise, the County Counsel shall serve as legal counsel to C/CAG and provide all routine legal advice and service necessary including attendance at Board of Directors meetings.

17. **Insurance.** The County shall add C/CAG to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of this agreement. Said excess liability insurance coverage includes a self-insured retention by the County. Unless the Board of Directors decides otherwise, County shall provide for the defense of any claims or litigation within the amount of the self-insured retention. Legal representation by the County will ordinarily be provided by the Office of the County Counsel.

Any out-of-pocket expenses or loss, by way of judgment or settlement, arising out of the operation of this agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula set forth in Section 6. Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office



of the County Counsel.

18. **Amendments.** This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

19. **Adjustment of Population Figures.** The Board of Directors shall establish by resolution the population figures to be utilized in determining the population of local governments under this agreement based on the results of the decennial federal census or population figures provided by the State Department of Finance, and may revise the population figures at any time by resolution.

20. **Clean Air Vehicle Registration Fee Program.** C/CAG shall serve as the overall program manager for the San Mateo County under Health and Safety Code Section 44241 for funds made available by the increase in motor vehicle registration fees that the Bay Area Air Quality Management District is authorized to levy under A.B. 434, (1991 Statutes, Chapter 807.)

21. **Storm Water Discharge Plan and Permit.** *To the extent permitted by law and regulation; and recognized by the applicable government agency; the* City/County Association of Governments shall assume responsibility for the following activities under the National Pollutant Discharge Elimination System (NPDES) Program (40 CFR 122):

- (a) Ratify submission of a county-wide storm water discharge permit application and accept permit on behalf of the County and Cities in the County, as co-

permittees.

- (b) Prepare preliminary draft and final draft storm water management plan describing existing activities the County and Cities are conducting to help minimize the discharge of pollutants to storm water, describing new pollution measures that will be undertaken during the initial five year period of the NPDES permit, and containing other matters C/CAG determines are necessary or desirable.
- (c) Identify and recommend alternatives for implementation of a revenue program.
- (d) Enter into contracts with the County, the Cities, the County Flood Control District, and other entities to implement the revenue program and the storm water management plan.
- (e) Perform additional county-wide activities in connection with the NPDES program as set forth in the storm water management plan approved by, or as directed, by the Board of Directors.
- (f) Provide coordination and overall management of the NPDES program and advice to the County and the Cities on implementation.

The County and each City shall be solely responsible for complying with NPDES permit conditions and all federal, state, and local laws and regulations, relating to discharges from the storm sewers in its jurisdiction and under its control. The County and each City shall defend, indemnify, and hold harmless every other party to this agreement, and its officers and employees, from all claims, suits, actions, fines, penalties, damages, or liability of every name, kind, and description arising in any way out of the negligent or intentional acts of that County or City in complying or failing to comply with NPDES permit conditions, and all federal, state, and local

regulations applicable to that County or City.

22. **Service Authority for Abatement of Abandoned Vehicles.** C/CAG shall be the service authority for the abatement of abandoned vehicles under Vehicle Code Section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an address in San Mateo County as authorized by Vehicle Code Sections 9250.7 and 22710. As provided in Vehicle Code Section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority.

23. **Programming State and Federal Transportation Funds.** C/CAG acting as the Congestion Management Agency shall be responsible for programming State and Federal Transportation Funds allocated to San Mateo County. These funds include but are not limited to State Transportation Improvement Program (*STIP*), *Surface* Transportation *Program (STP)*, *Congestion Management and Air Quality (CMAQ)*, and Transportation Development Act Article 3.

24. **AB 1546 Transportation/ Environmental Vehicle Registration Fee Program.** C/CAG shall serve as the overall program manager for the San Mateo County Transportation/Environmental Program which programs up to a \$4 motor vehicle fee in accordance with Chapter 2.65 (commencing with Section 65089.11) to Division 1 of Title 7 of the Government Code and Section 9250.5 of the Vehicle Code.

25. **Measure M - Local Transportation Improvement Program.** C/CAG shall serve as the overall program manager for the Local Transportation Improvement Program which

*programs up to a \$10 motor vehicle fee in accordance with Section 65089.20 of the Government Code and Section 9250.4 of the Vehicle Code.*

**26. San Mateo County Energy Watch and Climate Protection. C/CAG shall serve as the overall program manager for the San Mateo County Energy Watch Program that coordinates and provides energy conservation incentives. C/CAG tasks also includes coordinate, support, and provide programs as necessary for Climate Protection.**

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representative, have affixed their hands on this *Joint Powers Agreement effective as of the first day of July, 2011.*

**COUNTY OF SAN MATEO**

ATTEST:

*[Signature]*  
Clerk of the Board

by *Carole grow*  
President of the Board of Supervisors

**Certificate of Delivery**  
(Government Code Section 25103)  
I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

**TOWN OF ATHERTON**

ATTEST *[Signature]*  
Deputy Clerk of the Board of Supervisors  
  
\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

**CITY OF BELMONT**

ATTEST:

*programs up to a \$10 motor vehicle fee in accordance with Section 65089.20 of the Government Code and Section 9250.4 of the Vehicle Code.*

26. *San Mateo County Energy Watch and Climate Protection.* *C/CAG shall serve as the overall program manager for the San Mateo County Energy Watch Program that coordinates and provides energy conservation incentives. C/CAG tasks also includes coordinate, support, and provide programs as necessary for Climate Protection.*

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this *Joint Powers Agreement effective as of the first day of July, 2011.*

**COUNTY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
*Clerk of the Board*

by \_\_\_\_\_  
*President of the Board of Supervisors*

**TOWN OF ATHERTON**

ATTEST:

  
\_\_\_\_\_  
*Clerk of Town Council*

by  \_\_\_\_\_  
*Mayor*

**CITY OF BELMONT**

ATTEST:

**CITY OF BELMONT**

ATTEST:

  
\_\_\_\_\_  
*Clerk of City Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BURLINGAME**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

*as the overall program manager for the San Mateo County Energy Watch Program that coordinates and provides energy conservation incentives. C/CAG tasks also includes coordinate, support, and provide programs as necessary for Climate Protection.*

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this *Joint Powers Agreement effective as of the first day of July, 2011.*

**COUNTY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
*Clerk of the Board*

by \_\_\_\_\_  
*President of the Board of Supervisors*

**TOWN OF ATHERTON**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BELMONT**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

ATTEST:

\_\_\_\_\_

  
Clerk of City Council

by   
Mayor

**CITY OF BURLINGAME**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

**CITY OF DALY CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor



**CITY OF BELMONT**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BURLINGAME**

ATTEST:

*Wendy Kearney*  
\_\_\_\_\_  
*Clerk of City Council*

by *Terry Nye*  
\_\_\_\_\_  
*Mayor*

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF DALY CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**COUNTY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
*Clerk of the Board*

by \_\_\_\_\_  
*President of the Board of Supervisors*

**TOWN OF ATHERTON**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BELMONT**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BURLINGAME**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_

  
\_\_\_\_\_  
*Clerk of Town Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF DALY CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BURLINGAME**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF DALY CITY**

ATTEST:

*K. Annette Hyman*  
\_\_\_\_\_  
*Clerk of City Council*

by *Carol L. Platt*  
\_\_\_\_\_  
*Mayor*

**CITY OF EAST PALO ALTO**

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF BRISBANE**

**CITY OF BURLINGAME**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF COLMA**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF DALY CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF EAST PALO ALTO**

**CITY OF MILLBRAE**

Clerk of City Council

by

Mayor

ATTEST:

**CITY OF MENLO PARK**

Clerk of Town Council

by

Mayor

ATTEST:

**TOWN OF HILLSBOROUGH**

Clerk of City Council

by

Mayor

ATTEST:

**CITY OF HALF MOON BAY**

Clerk of City Council

by

Mayor

ATTEST:

**CITY OF FOSTER CITY**

Clerk of City Council

by

Carlos Romero

Mayor

ATTEST:

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF FOSTER CITY**

ATTEST:

*Aristo Palome*  
\_\_\_\_\_  
*Clerk of City Council*

by *Linda Kelling*  
\_\_\_\_\_  
*Mayor*

**CITY OF HALF MOON BAY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF HILLSBOROUGH**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF MENLO PARK**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF FOSTER CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF HALF MOON BAY**

ATTEST:

  
\_\_\_\_\_  
*Clerk of City Council*

by   
\_\_\_\_\_  
*Mayor*

**TOWN OF HILLSBOROUGH**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF MENLO PARK**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF MILLBRAE**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*



ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF FOSTER CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF HALF MOON BAY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF HILLSBOROUGH**

ATTEST:

  
\_\_\_\_\_  
*Clerk of Town Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF MENLO PARK**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF MILLBRAE**

**CITY OF EAST PALO ALTO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF FOSTER CITY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF HALF MOON BAY**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF HILLSBOROUGH**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF MENLO PARK**

ATTEST:

*Margaret Roberts*  
\_\_\_\_\_  
*Clerk of City Council*

by *[Signature]*  
\_\_\_\_\_  
*Mayor*

ATTEST:

Angelaw Lewis  
Clerk of City Council

**CITY OF MILLBRAE**

by [Signature] Mayor

**CITY OF PACIFICA**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

**TOWN OF PORTOLA VALLEY**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_ Mayor

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

**CITY OF SAN BRUNO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_ Mayor

**CITY OF PACIFICA**

ATTEST:

Kathy O'Connell  
Clerk of City Council

by Mayor  
Mayor

**TOWN OF PORTOLA VALLEY**

ATTEST:

\_\_\_\_\_  
Clerk of Town Council

by \_\_\_\_\_  
Mayor

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

**CITY OF SAN BRUNO**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_  
Clerk of City Council

by \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF PACIFICA**

ATTEST:

\_\_\_\_\_

*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF PORTOLA VALLEY**

ATTEST:

  
\_\_\_\_\_  
*Clerk of Town Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF REDWOOD CITY**

ATTEST:

\_\_\_\_\_

*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN BRUNO**

ATTEST:

\_\_\_\_\_

*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*


**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
*Clerk of City Council*

**CITY OF REDWOOD CITY**

by   
\_\_\_\_\_  
*Mayor*

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SOUTH SAN FRANCISCO**

**CITY OF PACIFICA**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF PORTOLA VALLEY**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF REDWOOD CITY**

ATTEST:


\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN BRUNO**

ATTEST:

  
\_\_\_\_\_  
*Clerk of City Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF SAN CARLOS**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN CARLOS**

ATTEST:

  
\_\_\_\_\_  
*Clerk of City Council*

by   
\_\_\_\_\_  
*Vice Mayor*

**CITY OF SAN MATEO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SOUTH SAN FRANCISCO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF WOODSIDE**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

F:\USERS\CCAG\WPDATA\JPA\2011\JPA Final 2011



**CITY OF SAN CARLOS**

ATTEST:


\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**CITY OF SAN MATEO**

ATTEST:

  
\_\_\_\_\_  
*Clerk of City Council*

by   
\_\_\_\_\_  
*Mayor*

**CITY OF SOUTH SAN FRANCISCO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF WOODSIDE**

ATTEST:

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

F:\USERS\CCAG\WPDATA\JPA\2011\JPA Final 2011

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

ATTEST:

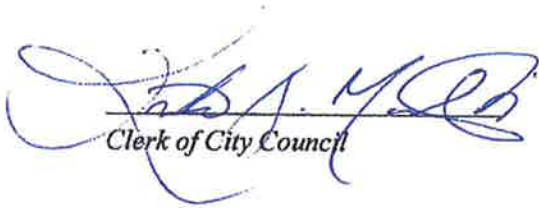
**CITY OF SAN MATEO**

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

ATTEST:

**CITY OF SOUTH SAN FRANCISCO**

  
\_\_\_\_\_  
*Clerk of City Council*

  
by \_\_\_\_\_  
*Mayor*

ATTEST:

**TOWN OF WOODSIDE**

\_\_\_\_\_  
*Clerk of Town Council*

by \_\_\_\_\_  
*Mayor*

F:\USERS\CCAG\WPDATA\JPA\2011\JPA Final 2011

**CITY OF SOUTH SAN FRANCISCO**

ATTEST:

\_\_\_\_\_  
*Clerk of City Council*

by \_\_\_\_\_  
*Mayor*

**TOWN OF WOODSIDE**

ATTEST:

*Janet A. Kulich*  
\_\_\_\_\_  
*Clerk of Town Council*

by *Paul Drines*  
\_\_\_\_\_  
*Mayor*

F:\USERS\CCAG\WPDATA\JPA\2011\JPA Final 2011