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.
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 dates indicated below.

Dated: SEP 15 1992

ATTEST:

Richard L. Silver
Clerk of the Board

COUNTY OF SAN MATEO

BY

William J. Schmersal
President of the Board of Supervisors

TOWN OF ATHERTON

BY

Mayor

CITY OF BELMONT

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. Silver
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.

<table>
<thead>
<tr>
<th>County of San Mateo</th>
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Dated: __________________________
ATTEST: ________________
Clerk of the Board

Dated: __________________________
ATTEST: ________________
Clerk of Town Council

Dated: __________________________
ATTEST: ________________
Clerk of City Council

Dated: __________________________
ATTEST: ________________
Clerk of City Council

COUNTY OF SAN MATEO

BY __________________________
President of the Board of Supervisors

TOWN OF ATHERTON

BY __________________________
Mayor

CITY OF BELMONT

BY __________________________
Mayor

CITY OF BRISBANE

BY __________________________
Lee Panza, Mayor Pro Tem

CITY OF BURLINGAME

BY __________________________
Mayor
Dated: ________________  CITY OF BRISBANE

ATTEST:

__________________________  BY ____________________________  Mayor

Clerk of City Council

Dated: 9-21-92  CITY OF BURLINGAME

ATTEST:

__________________________  BY ____________________________  Mayor

Clerk of City Council

Dated: ________________  TOWN OF COLMA

ATTEST:

__________________________  BY ____________________________  Mayor

Clerk of Town Council

Dated: ________________  CITY OF DALY CITY

ATTEST:

__________________________  BY ____________________________  Mayor

Clerk of City Council

Dated: ________________  CITY OF EAST PALO ALTO

ATTEST:

__________________________  BY ____________________________  Mayor

Clerk of City Council
Dated: 

ATTEST: 

Clerk of City Council

CITY OF BRISBANE

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: 10/6/92

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: 

ATTEST:

Clerk of City Council

CITY OF MENLO PARK

BY

Mayor

Dated: 

ATTEST:

Clerk of City Council

CITY OF MILLBRAE

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: ______________

ATTEST:

Clerk of City Council

CITY OF MENLO PARK

BY ____________________
Mayor

Dated: ______________

ATTEST:

Clerk of City Council

CITY OF MILLBRAE

BY ____________________
Mayor
Dated: _______________

ATTEST:

Clerk of City Council

CITY OF FOSTER CITY

BY __________________________

Mayor

CITY OF HALF MOON BAY

BY __________________________

Mayor

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 – Mayor

CITY OF MILLBRAE

BY __________________________

Mayor
Dated: 9/29/92

CITY OF PACIFICA

ATTEST:

Clerk of City Council
Daniel V. Pincetich

BY

Bonnie K. Wells
Mayor

CITY OF PORTOLA VALLEY

Dated: 

ATTEST:

Clerk of Town Council

BY

TOWN OF PORTOLA VALLEY

CITY OF REDWOOD CITY

Dated: 

ATTEST:

Clerk of City Council

BY

CITY OF REDWOOD CITY

CITY OF SAN CARLOS

Dated: 

ATTEST:

Clerk of City Council

BY

CITY OF SAN CARLOS

CITY OF SAN MATEO

Dated: 

ATTEST:

Clerk of City Council

BY

CITY OF SAN MATEO
Dated: ______________

CITY OF PACIFICA

ATTEST:

BY______________________ Mayor

Clerk of City Council

Dated: 10/14/92

TOWN OF PORTOLA VALLEY

ATTEST: 

BY______________________ Mayor

Clerk of Town Council

Dated: ______________

CITY OF REDWOOD CITY

ATTEST:

BY______________________ Mayor

Clerk of City Council

Dated: ______________

CITY OF SAN CARLOS

ATTEST:

BY______________________ Mayor

Clerk of City Council

Dated: ______________

CITY OF SAN MATEO

ATTEST:

BY______________________ Mayor

Clerk of City Council
Dated: ____________

CITY OF PACIFICA

BY __________________ Mayor

TOWN OF PORTOLA VALLEY

BY __________________ Mayor

CITY OF REDWOOD CITY

BY __________________ Mayor

CITY OF SAN CARLOS

BY __________________ Mayor

CITY OF SAN MATEO

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

Leela Ramnuddoo
City Clerk

Dated: September 28, 1992
Dated: _____________

ATTEST:

Clerk of City Council

CITY OF PACIFICA

BY ____________________ Mayor

TOWN OF PORTOLA VALLEY

BY ____________________ Mayor

CITY OF REDWOOD CITY

BY ____________________ Mayor

CITY OF SAN CARLOS

BY ____________________ Mayor

CITY OF SAN MATEO

BY ____________________ Mayor
Dated: 

CITY OF PACIFICA

BY

Mayor

TOWN OF PORTOLA VALLEY

BY

Mayor

CITY OF REDWOOD CITY

BY

Mayor

CITY OF SAN CARLOS

BY

Mayor

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

TFC/IDD:jd
31/ocagveh2
9/10/92
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.

31/ceagree3
3/23/93
COUNTY OF SAN MATEO

BY _____________________________
President of the Board
of Supervisors

TOWN OF ATHERTON

BY _____________________________
Mayor

CITY OF BELMONT

BY _____________________________
Mayor

CITY OF BRISBANE

BY _____________________________
Mayor

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: ______________

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

CITY OF MENLO PARK

BY ________________ Mayor

CITY OF MILLBRAE

BY ________________ Mayor

CITY OF PACIFICA

BY ________________ Mayor

TOWN OF PORTOLA VALLEY

BY ________________ Mayor
CITY OF REDWOOD CITY

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 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

ATTEST:
Richard L. Silver
Clerk of the Board

COUNTY OF SAN MATEO

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.

ELAINE WALTON-HORSLEY, Assistant Clerk of the Board of Supervisors

Clerk of City Council

Dated: 

ATTEST:

CITY OF BRISBANE

BY Mayor

Clerk of City Council

Dated: 

ATTEST:

CITY OF BURLINGAME

BY Mayor

Clerk of City Council
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
Dated: 

ATTEST: 

Clerk of the Board 

Dated: 

ATTEST: 

Clerk of Town Council 

Dated: 

ATTEST: 

Clerk of City Council 

Dated: 

ATTEST: 

Clerk of City Council 

Dated: 

ATTEST: 

Clerk of City Council 

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Clerk of City Council 

Dated: 

ATTEST: 

Clerk of City Council 

Dated: 

ATTEST: 

Clerk of City Council 

Dated: 

ATTEST: 

Clerk of City Council 

CITY OF BELMONT

BY 

Mayor 

CITY OF BRISBANE

APPROVED AS TO FORM: 

BY 

Mayor 

Robert K. Booth Jr. 
City Attorney 

CITY OF BURLINGAME

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

Dated: March 16, 1992
TOWN OF COLMA

ATTEST:

Clerk of Town Council

BY

Mayor

Dated: March 23, 1992

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 HALF MOON BAY

ATTEST:

Clerk of City Council

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: ____________

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 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: March 16, 1992

ATTEST:

[Signature]

Clerk of City Council

By Ann Vigilios
Deputy City Clerk

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 COLMA

BY ____________________

Mayor

_______________________

Dated: __________________

ATTEST:

Clerk of City Council

_______________________

CITY OF DALY CITY

BY ____________________

Mayor

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Dated: __________________

ATTEST:

Clerk of City Council

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CITY OF EAST PALO ALTO

BY ____________________

Mayor

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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:

_______________________

Mayor

_______________________

Clerk of City Council

_______________________

Mayor

_______________________

_______________________
Dated: 5-4-98

ATTEST:

Clerk of Town Council

TOWN OF HILLSBOROUGH

BY [Signature]

Mayor

Dated: ____________

ATTEST:

Clerk of City Council

CITY OF MENLO PARK

BY [Signature]

Mayor

Dated: ____________

ATTEST:

Clerk of City Council

CITY OF MILLBRAE

BY [Signature]

Mayor

Dated: ____________

ATTEST:

Clerk of City Council

CITY OF PACIFICA

BY [Signature]

Mayor

Dated: ____________

ATTEST:

Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY [Signature]

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: April 6, 1992

ATTEST: 

Clerk of City Council

--- CITY OF MILLBRAE

BY __________________________ Mayor

Dated: _________________________

ATTEST: 

Clerk of City Council

--- CITY OF PACIFICA

BY __________________________ Mayor

Dated: _________________________

ATTEST: 

Clerk of City Council

--- TOWN OF PORTOLA VALLEY

BY __________________________ Mayor
TOWN OF HILLSBOROUGH

ATTEST:

Clerk of Town Council

Dated:

BY ___________________________ Mayor

CITY OF MENLO PARK

ATTEST:

Clerk of City Council

Dated:

BY ___________________________ Mayor

CITY OF MILLBRAE

ATTEST:

Clerk of City Council

Dated: March 24, 1992

BY ___________________________ Mayor

CITY OF PACIFICA

ATTEST:

Clerk of City Council

Dated:

BY John S. Schneider Mayor pro Tem

TOWN OF PORTOLA VALLEY

ATTEST:

Clerk of Town Council

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: 3/25/92

ATTEST:

Clerk of Town Council

CITY OF PACIFICA

BY __________________________

Mayor

TOWN OF PORTOLA VALLEY

BY __________________________

Mayor
Dated: 3/27/92

ATTEST:

CITY OF REDWOOD CITY

BY

Mayor

CITY OF SAN CARLOS

BY

Mayor

CITY OF SAN MATEO

BY

Mayor

CITY OF SOUTH SAN FRANCISCO

BY

Mayor

TOWN OF WOODSIDE

BY

Mayor

TDD:jd
wp/ccag
2/21/92
CITY OF REDWOOD CITY

BY ______________________

Mayor

CITY OF SAN CARLOS

BY ______________________

Mayor

CITY OF SAN MATEO

BY ______________________

Mayor

CITY OF SOUTH SAN FRANCISCO

BY ______________________

Mayor

TOWN OF WOODSIDE

BY ______________________

Mayor
Dated: \_

ATTEST:

Clerk of City Council

Dated: \_

ATTEST:

Clerk of City Council

Dated: Mar. 18, 1992

ATTEST: 

Doris Christen
Clerk of City Council

Dated: \_

ATTEST:

Clerk of City Council

Dated: \_

ATTEST:

Clerk of Town Council

CITY OF REDWOOD CITY

BY \_
Mayor

CITY OF SAN CARLOS

BY \_
Mayor

CITY OF SAN MATEO

BY \_
Mayor

CITY OF SOUTH SAN FRANCISCO

BY \_
Mayor

TOWN OF WOODSIDE

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:

[Signed]
Clerk of City Council

BY ____________________
Mayor

Dated: ________________

TOWN OF WOODSIDE

ATTEST:

Clerk of Town Council

BY ____________________
Mayor

TDD:jd
wp/cccag
2/21/92
Dated: _______________                CITY OF REDWOOD CITY

ATTEST:

_________________________               BY ________________________
Clerk of City Council         Mayor

Dated: _______________                CITY OF SAN CARLOS

ATTEST:

_________________________               BY ________________________
Clerk of City Council         Mayor

Dated: _______________                CITY OF SAN MATEO

ATTEST:

_________________________               BY ________________________
Clerk of City Council         Mayor

Dated: _______________                CITY OF SOUTH SAN FRANCISCO

ATTEST:

_________________________               BY ________________________
Clerk of City Council         Mayor

Dated: 4/21/92                TOWN OF WOODSIDE

ATTEST:

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

* 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

EXHIBIT "A"
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:

Clerk of the Board

COUNTY OF SAN MATEO

BY

President of the Board
of Supervisors

TOWN OF ATHERTON

BY

Mayor

CITY OF BELMONT

BY

Mayor

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: ____________

ATTEST:

Clerk of the Board

COUNTY OF SAN MATEO

BY ____________________________

President of the Board of Supervisors

TOWN OF ATHERTON

BY ____________________________

Mayor

CITY OF BELMONT

BY ____________________________

Mayor

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: ________________
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: July 23, 1991
ATTEST:
_____________________
Dorothy D. Hall
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: ____________

ATTEST:

Clerk of the Board

Dated: ____________

ATTEST:

Clerk of Town Council

Dated: ____________

ATTEST:

Clerk of City Council

COUNTY OF SAN MATEO

BY ________________________________
President of the Board of Supervisors

TOWN OF ATHERTON

BY ________________________________
Mayor

CITY OF BELMONT

BY ________________________________
Mayor

CITY OF BRISBANE

BY ________________________________
Mayor
Dated: 8-5-91

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: ________________________

ATTEST:

Clerk of City Council

CITY OF FOSTER CITY

BY ________________________________

Mayor
Dated: ___________________  

ATTEST: 

Clerk of City Council

Dated: 5-15-92  

ATTEST: 

Clerk of Town Council

Dated: ___________________  

ATTEST: 

Clerk of City Council

Dated: ___________________  

ATTEST: 

Clerk of City Council

Dated:  

ATTEST: 

Clerk of City Council

Dated:  

ATTEST: 

Clerk of City Council

Dated:  

ATTEST: 

Clerk of City Council

CITY OF BURLINGAME

BY______________________ Mayor

TOWN OF COLMA

BY______________________ Mayor

CITY OF DALY CITY

BY______________________ Mayor

CITY OF EAST PALO ALTO

BY______________________ Mayor

CITY OF FOSTER CITY

BY______________________ Mayor
Dated: 

ATTEST: 

Clerk of City Council 

Dated: 

ATTEST: 

Clerk of Town Council 

Dated: 

ATTEST: 

Clerk of City Council 

Dated: August 7, 1991 

ATTEST: 

Clerk of City Council 

CITY OF BURLINGAME 

BY ______________________________ Mayor 

TOWN OF COLMA 

BY ______________________________ Mayor 

CITY OF DALY CITY 

BY ______________________________ Mayor 

CITY OF EAST PALO ALTO 

BY ______________________________ Mayor 

CITY OF FOSTER CITY 

BY ______________________________ Mayor
Dated: 8-30-91

ATTEST:

Clerk of City Council

CITY OF HALF MOON BAY

BY Helen R. Beddison
Mayor

TOWN OF HILLSBOROUGH

BY
Mayor

CITY OF MENLO PARK

BY
Mayor

CITY OF MILLBRAE

BY
Mayor

CITY OF PACIFICA

BY
Mayor
Dated: 

ATTEST:

Clerk of City Council

Dated: 5-4-92

ATTEST:

Clerk of Town Council

CITY OF HALF MOON BAY

BY

Mayor

TOWN OF HILLSBOROUGH

BY

Mayor

CITY OF MENLO PARK

BY

Mayor

CITY OF MILLBRAE

BY

Mayor

CITY OF PACIFICA

BY

Mayor
CITY OF HALF MOON BAY

BY_________________________ Mayor

TOWN OF HILLSBOROUGH

BY_________________________ Mayor

CITY OF MENLO PARK

BY_________________________ Mayor

CITY OF MILLBRAE

BY_________________________ Mayor

CITY OF PACIFICA

BY_________________________ Mayor
Dated: ______________

ATTEST:

Clerk of City Council

CITY OF HALF MOON BAY

BY______________________
Mayor

TOWN OF HILLSBOROUGH

BY______________________
Mayor

CITY OF MENLO PARK

BY______________________
Mayor

CITY OF MILLBRAE

BY______________________
Mayor Pro Tempore

CITY OF PACIFICA

BY______________________
Mayor

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of City Council
Dated: ____________________________

ATTEST:

Clerk of City Council

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Dated: ____________________________

ATTEST:

Clerk of Town Council

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Dated: ____________________________

ATTEST:

Clerk of City Council

__________________________

Dated: ____________________________

ATTEST:

Clerk of City Council

__________________________

Dated: 7/22/91

ATTEST:

Clerk of City Council
Daniel V. Pincetich

CITY OF HALF MOON BAY

BY ____________________________ Mayor

__________________________

TOWN OF HILLSBOROUGH

BY ____________________________ Mayor

__________________________

CITY OF MENLO PARK

BY ____________________________ Mayor

__________________________

CITY OF MILLBRAE

BY ____________________________ Mayor

__________________________

CITY OF PACIFICA

BY ____________________________ Mayor

__________________________
Dated: 8/4/91

ATTEST:

Clerk of Town Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of City Council

Dated: ________________

ATTEST:

Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY _______ Mayor

CITY OF REDWOOD CITY

BY _______ Mayor

CITY OF SAN CARLOS

BY _______ Mayor

CITY OF SAN MATEO

BY _______ Mayor

CITY OF SOUTH SAN FRANCISCO

BY _______ Mayor

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 ____________________________ Mayor

ATTEST:

Darilyn C. Jorgensen
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

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of City Council

Dated: ______________

ATTEST:

Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY________________________ Mayor

CITY OF REDWOOD CITY

BY________________________ Mayor

CITY OF SAN CARLOS

BY________________________ Mayor

CITY OF SAN MATEO

BY________________________ Mayor

CITY OF SOUTH SAN FRANCISCO

BY________________________ Mayor

TOWN OF WOODSIDE

BY________________________ Mayor
Dated: __________________

ATTEST:

Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY __________________

Mayor

CITY OF REDWOOD CITY

BY __________________

Mayor

CITY OF SAN CARLOS

BY __________________

Mayor

CITY OF SAN MATEO

BY __________________

Mayor

CITY OF SOUTH SAN FRANCISCO

BY __________________

Mayor

TOWN OF WOODSIDE

BY __________________

Mayor
Dated: ____________________

ATTEST:

______________________________
Clerk of Town Council

Dated: ____________________

ATTEST:

______________________________
Clerk of City Council

Dated: ____________________

ATTEST:

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Clerk of City Council

Dated: ____________________

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Clerk of City Council

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Clerk of City Council

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Clerk of City Council

Dated: ____________________

ATTEST:

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Clerk of City Council

Dated: ____________________

ATTEST:

______________________________
Clerk of Town Council

TOWN OF PORTOLA VALLEY

BY__________________________ Mayor

CITY OF REDWOOD CITY

BY__________________________ Mayor

CITY OF SAN CARLOS

BY__________________________ Mayor

CITY OF SAN MATEO

BY__________________________ Mayor

CITY OF SOUTH SAN FRANCISCO

BY__________________________ Mayor

TOWN OF WOODSIDE

BY__________________________ Mayor
Dated: _______________

ATTEST:

Clerk of Town Council

Dated: _______________

ATTEST:

Clerk of City Council

Dated: _______________

ATTEST:

Clerk of City Council

Dated: _______________

ATTEST:

Clerk of City Council

Dated: _______________

ATTEST:

Clerk of City Council

Dated: _______________

TOWN OF PORTOLA VALLEY

BY ____________________________

Mayor

CITY OF REDWOOD CITY

BY ____________________________

Mayor

CITY OF SAN CARLOS

BY ____________________________

Mayor

CITY OF SAN MATEO

BY ____________________________

Mayor

CITY OF SOUTH SAN FRANCISCO

BY ____________________________

Mayor

TOWN OF WOODSIDE

BY ____________________________

Mayor

By [signature]

Clerk of Town Council
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) 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 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.

ATTEST:

__________________
Clerk of the Board

ATTEST:

__________________
Clerk of the Town Council

__________________
Clerk of City Council

COUNTY OF SAN MATEO

BY__________________
President of the Board
of Supervisors

TOWN OF ATHERTON

BY__________________
Mayor

CITY OF BELMONT

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.

ATTEST:

Clerk of the Board

COUNTY OF SAN MATEO

BY __________ President of the Board of Supervisors

TOWN OF ATHERTON

BY ___________________________ Mayor

CITY OF BELMONT

BY ___________________________ Mayor

ATTEST:

Clerk of the Town Council

ATTEST:

Clerk of City Council
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.

ATTEST:

Clerk of the Board

ATTEST:

Clerk of the Town Council

ATTEST:

Dorothy D. Hall
Clerk of City Council

COUNTY OF SAN MATEO

BY President of the Board of Supervisors

TOWN OF ATHERTON

BY Mayor

CITY OF BELMONT

BY Mayor
CITY OF BRISBANE

BY ____________________________ Mayor

CITY OF BURLINGAME

BY ____________________________ Mayor

TOWN OF COLMA

BY ____________________________ Mayor

CITY OF DALY CITY

BY ____________________________ Mayor

CITY OF EAST PALO ALTO

BY ____________________________ Mayor

CITY OF FOSTER CITY

BY ____________________________ Mayor

ATTEST:

Josephine A. McHugh

Acting Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of Town Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council
ATTEST:

Clerk of City Council

CITY OF BRISBANE

BY __________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF BURLINGAME

BY __________________________ Mayor

ATTEST:

Clerk of Town Council

TOWN OF COLMA

BY __________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF DALY CITY

BY __________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF EAST PALO ALTO

BY __________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF FOSTER CITY

BY __________________________ Mayor
ATTEST:
Clerk of City Council

CITY OF BRISBANE
BY ___________________ Mayor

ATTEST:
Clerk of City Council

CITY OF BURLINGAME
BY ___________________ Mayor

ATTEST:
Clerk of Town Council

TOWN OF COLMA
BY Charles Ferrone Mayor

ATTEST:
Clerk of City Council

CITY OF DALY CITY
BY ___________________ Mayor

ATTEST:
Clerk of City Council

CITY OF EAST PALO ALTO
BY ___________________ Mayor

ATTEST:
Clerk of City Council

CITY OF FOSTER CITY
BY ___________________ Mayor
Dated: 
ATTEST: 
Clerk of City Council

Dated: 
ATTEST: 
Clerk of Town Council

Dated: 7/22/91
ATTEST: 
Clerk of City Council

Dated: 
ATTEST: 
Clerk of City Council

Dated: 
ATTEST: 
Clerk of City Council

Dated: 
ATTEST: 
Clerk of City Council

Dated: 
ATTEST: 
Clerk of City Council

CITY OF BURLINGAME
BY. Mayor

TOWN OF COLMA
BY. Mayor

CITY OF DALY CITY
BY. Mayor

CITY OF EAST PALO ALTO
BY. Mayor

CITY OF FOSTER CITY
BY. Mayor
CITY OF BRISBANE

BY
Mayor

CITY OF BURLINGAME

BY
Mayor

TOWN OF COLMA

BY
Mayor

CITY OF DALY CITY

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Mayor

CITY OF EAST PALO ALTO

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Mayor

CITY OF FOSTER CITY

BY
Mayor
CITY OF BRISBANE

BY ____________________ Mayor

CITY OF BURLINGAME

BY ____________________ Mayor

TOWN OF COLMA

BY ____________________ Mayor

CITY OF DALY CITY

BY ____________________ Mayor

CITY OF EAST PALO ALTO

BY ____________________ Mayor

CITY OF FOSTER CITY

BY ____________________ Mayor
ATTEST:

Dorothy R. Robbins
Clerk of City Council

CITY OF HALF MOON BAY

BY Helen R. Beldane
Mayor

CITY OF HILLSBOROUGH

BY
Mayor

CITY OF MENLO PARK

BY
Mayor

CITY OF MILLBRAE

BY
Mayor

CITY OF PACIFICA

BY
Mayor

CITY OF PORTOLA VALLEY

BY
Mayor
CITY OF HALF MOON BAY

BY ________________________ Mayor

CITY OF HILLSBOROUGH

BY ________________________ Mayor

CITY OF MENLO PARK

BY ________________________ Mayor

CITY OF MILLBRAE

BY ________________________ Mayor

CITY OF PACIFICA

BY ________________________ Mayor

CITY OF PORTOLA VALLEY

BY ________________________ Mayor

13
CITY OF HALF MOON BAY

BY

Mayor

CITY OF HILLSBOROUGH

BY

Mayor

CITY OF MENLO PARK

BY

Gerald R. Grant - Mayor

CITY OF MILLBRAE

BY

Mayor

CITY OF PACIFICA

BY

Mayor

CITY OF PORTOLA VALLEY

BY

Mayor
CITY OF HALF MOON BAY

BY_____________________________ Mayor

CITY OF HILLSBOROUGH

BY_____________________________ Mayor

CITY OF MENLO PARK

BY_____________________________ Mayor

CITY OF MILLBRAE

BY_____________________________ Mayor

CITY OF PACIFICA

BY_____________________________ Mayor

CITY OF PORTOLA VALLEY

BY_____________________________ Mayor
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:

Clerk of City Council

CITY OF PACIFICA

BY ____________________ Mayor

ATTEST:

Clerk of City Council

CITY OF PORTOLA VALLEY

BY ____________________ Mayor

ATTEST:

Clerk of City Council
CITY OF REDWOOD CITY

BY

CITY OF SAN BRUNO

BY

CITY OF SAN CARLOS

BY

CITY OF SAN MATEO

BY

CITY OF SOUTH SAN FRANCISCO

BY

TOWN OF WOODSIDE

BY

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of the Town Council

JPA11.RFT/APUCKETT
CITY OF REDWOOD CITY

BY ____________________________ Mayor

CITY OF SAN BRUNO

BY ____________________________ Mayor

CITY OF SAN CARLOS

BY ____________________________ Mayor

CITY OF SAN MATEO

BY ____________________________ Mayor

CITY OF SOUTH SAN FRANCISCO

BY ____________________________ Mayor

TOWN OF WOODSIDE

BY ____________________________ Mayor

JPA11.RFT/APUCKETT
CITY OF REDWOOD CITY

BY________________________ Mayor

CITY OF SAN BRUNO

BY________________________ Mayor

CITY OF SAN CARLOS

BY________________________ Mayor

CITY OF SAN MATEO

BY________________________ Mayor

CITY OF SOUTH SAN FRANCISCO

BY________________________ Mayor

TOWN OF WOODSIDE

BY________________________ Mayor

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

SEAL) /s/ DORIS CHRISTEN
Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of the Town Council

JPA11.RFT/APUCKETT
ATTEST:

Clerk of City Council

CITY OF REDWOOD CITY

BY__________________________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF SAN BRUNO

BY__________________________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF SAN CARLOS

BY__________________________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF SAN MATEO

BY__________________________________________ Mayor

ATTEST:

Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

BY__________________________________________ Mayor

ATTEST:

Clerk of the Town Council

TOWN OF WOODSIDE

BY_________________________ Mayor

JPA11.RFT/APUCKETT
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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

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 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. Intergovernmental 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:

[Signature]
Clerk of the Board

by [Signature]
President of the Board of Supervisors

TOWN OF ATHERTON

ATTEST:

[Signature]
Clerk of Town Council

by [Signature]
Mayor

CITY OF BELMONT

ATTEST:

[Signature]
Clerk of City Council

by [Signature]
Mayor

C/CAG JOINT POWERS AGREEMENT (JPA) 13 REVISED: MARCH, 1995
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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:

__________________________
Deputy Clerk of Town Council

by__________________________
Mayor

CITY OF BELMONT

ATTEST:

__________________________
Clerk of City Council

by__________________________
Mayor
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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
CITY OF BRISBANE

by

CITY OF BURLINGAME

by

TOWN OF COLMA

by

CITY OF DALY CITY

by

CITY OF EAST PALO ALTO

by

C/CAG JOINT POWERS AGREEMENT (JPA) 14 REVISED: MARCH, 1995
CITY OF BRISBANE

by ___________________________ Mayor

CITY OF BURLINGAME

by ___________________________ Mayor

TOWN OF COLMA

by ___________________________ Mayor

CITY OF DALY CITY

by ___________________________ Mayor

CITY OF EAST PALO ALTO

by ___________________________ Mayor
CITY OF BRISBANE

ATTEST:

Clerk of City Council

CITY OF BURLINGAME

ATTEST:

Clerk of City Council

TOWN OF COLMA

ATTEST:

Clerk of Town Council

CITY OF DALY CITY

ATTEST:

Francie Della
Clerk of City Council

CITY OF EAST PALO ALTO

ATTEST:

Clerk of City Council

by____________________ Mayor

by____________________ Mayor

by____________________ Mayor

by____________________ Mayor
CITY OF BRISBANE

by_________________________ Mayor

CITY OF BURLINGAME

by_________________________ Mayor

TOWN OF COLMA

by_________________________ Mayor

CITY OF DALY CITY

by_________________________ Mayor

CITY OF EAST PALO ALTO

by_________________________ Mayor

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of Town Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

C/CAG JOINT POWERS AGREEMENT (JPA) 14

REVISED: MARCH, 1995
ATTEST:

Clerk of City Council

CITY OF FOSTER CITY

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

CITY OF FOSTER CITY

by

Mayor

CITY OF HALF MOON BAY

by

Mayor

TOWN OF HILLSBOROUGH

by

Mayor

CITY OF MENLO PARK

by

Mayor

CITY OF MILLBRAE

by

Mayor

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council

REVISED: MARCH, 1995
CITY OF FOSTER CITY

ATTEST:

______________________________
Clerk of City Council

______________________________
Mayor

CITY OF HALF MOON BAY

ATTEST:

______________________________
Clerk of City Council

______________________________
Mayor

TOWN OF HILLSBOROUGH

ATTEST:

______________________________
Clerk of Town Council

______________________________
James M. Costa
Mayor

CITY OF MENLO PARK

ATTEST:

______________________________
Clerk of City Council

______________________________
Mayor

CITY OF MILLBRAE

ATTEST:

______________________________
Clerk of City Council

______________________________
Mayor
CITY OF FOSTER CITY

by ________________________________ Mayor

CITY OF HALF MOON BAY

by ________________________________ Mayor

TOWN OF HILLSBOROUGH

by ________________________________ Mayor

CITY OF MENLO PARK

by ________________________________ Mayor

CITY OF MILLBRAE

by ________________________________ Mayor

C/CAG JOINT POWERS AGREEMENT (JPA) 15 REVISED: MARCH, 1995
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

C/IAG JOINT POWERS AGREEMENT (IPA)  15  REVISED: MARCH, 1995
CITY OF PACIFICA

by Barbara A. Case
Mayor

TOWN OF PORTOLA VALLEY

by
Mayor

CITY OF REDWOOD CITY

by
Mayor

CITY OF SAN BRUNO

by
Mayor

CITY OF SAN CARLOS

by
Mayor

ATTEST:

Cheryl Engle
Clerk of City Council

ATTEST:

Clerk of Town Council

ATTEST:

Clerk of City Council

ATTEST:

Clerk of City Council
ATTEST:

Clerk of City Council

CITY OF PACIFICA

by ___________________________ Mayor

TOWN OF PORTOLA VALLEY

by ___________________________ Mayor

CITY OF REDWOOD CITY

by ___________________________ Mayor

CITY OF SAN BRUNO

by ___________________________ Mayor

CITY OF SAN CARLOS

by ___________________________ Mayor

ATTEST:

Clerk of City Council

C/CAG JOINT POWERS AGREEMENT (JPA) 16  REVISION: MARCH, 1995
CITY OF PACIFICA

by

Mayor

TOWN OF PORTOLA VALLEY

by

Mayor

CITY OF REDWOOD CITY

CITY OF SAN BRUNO

by

Mayor

CITY OF SAN CARLOS

by

Mayor

C/CAG JOINT POWERS AGREEMENT (JPA)

REVISED: MARCH, 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:

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:

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

C/ICAG JOINT POWERS AGREEMENT (JPA) 16

REVISED: MARCH, 1995
CITY OF SAN MATEO

by  Claire Mack  Mayor

CITY OF SOUTH SAN FRANCISCO

by  Mayor

TOWN OF WOODSIDE

by  Mayor

F:\AGwpdata\IPAUPA1995
03/15/95
ATTEST:

Clerk of City Council

CITY OF SAN MATEO

by

Mayor

ATTEST:

Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

by

Mayor

ATTEST:

Clerk of Town Council

TOWN OF WOODSIDE

by

Mayor

F:\AG\wpedata\JPA\JPA1995
03/15/95
ATTEST:

Clerk of City Council

CITY OF SAN MATEO

by __________________________

Mayor

ATTEST:

Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

by __________________________

Mayor

ATTEST:

Clerk of Town Council

TOWN OF WOODSIDE

by __________________________

Mayor

F:\AG\wpdata\PYAUPA1995

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.
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.

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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.

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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-
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.

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 include 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

**TOWN OF ATHERTON**

ATTEST:

[Signature]

Clerk of Town Council

**CITY OF BELMONT**

ATTEST:

[Signature]

Clerk of the Board

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.

ATTEST:

[Signature]

Deputy Clerk of the Board of Supervisors

[Signature]

President of the Board of Supervisors

Mayor
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 [Signature]

_President of the Board of Supervisors_

**TOWN OF ATHERTON**

**ATTEST:**

[Signature]

_Clerk of Town Council_

by [Signature]

_Mayor_

**CITY OF BELMONT**

**ATTEST:**

[Signature]

_C/CAG Joint Powers Agreement (JPA) 14_

REVISED: MARCH, 2011
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
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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:

C/CAG JOINT POWERS AGREEMENT (JPA) 15 REVISED: MARCH, 2011
ATTEST:

Clerk of City Council

CITY OF BURLINGAME

by

Mayor

ATTEST:

Clerk of Town Council

TOWN OF COLMA

by

Mayor

ATTEST:

Clerk of City Council

CITY OF DALY CITY

by

Mayor

ATTEST:

Clerk of City Council

CITY OF EAST PALO ALTO

by

Mayor

C/CAG JOINT POWERS AGREEMENT (JPA) Revised: March, 2011
ATTEST:

Clerk of City Council

CITY OF BELMONT

by ____________________________ Mayor

CITY OF BRISBANE

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
ATTEST:

Clerk of the Board

by ___________________________ President of the Board of Supervisors

COUNTY OF SAN MATEO

ATTEST:

Clerk of Town Council

by ___________________________ Mayor

TOWN OF ATHERTON

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:

Clerk of City Council

by ___________________________ Mayor

TOWN OF COLMA

C/CAG JOINT POWERS AGREEMENT (JPA)  15

REVISED: MARCH, 2011
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:

Clerk of City Council by Mayor

CITY OF EAST PALO ALTO

C/CAG JOINT POWERS AGREEMENT (JPA) 15 Revised: March, 2011
CITY OF MILLBRAE

By

CITY OF MENLO PARK

By

TOWN OF MILLBROOK

By

CITY OF HAFEMOON BAY

By

CITY OF POSTER CITY

By
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:

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:

Clerk of City Council

by ____________________________ Mayor

C/CAG JOINT POWERS AGREEMENT (JPA) 16

REVISED: MARCH, 2011
ATTEST:

Kathy O'Connell  
Clerk of City Council

by

Mayor

CITY OF PACIFICA

ATTEST:

__________________________
Clerk of Town Council

by

Mayor

TOWN OF PORTOLA VALLEY

ATTEST:

__________________________
Clerk of City 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

__________________________
Clerk of City Council

by

Mayor

C/CAG JOINT POWERS AGREEMENT (JPA) 18

REVISED: MARCH, 2011
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:
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

CITY OF SAN MATEO

ATTEST:

Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

ATTEST:

Clerk of City Council

TOWN OF WOODSIDE

ATTEST:

Clerk of Town Council

C/CAG JOINT POWERS AGREEMENT (JPA) 18

REVISED: MARCH, 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\UPA\2011\UPA Final 2011

C/CAG JOINT POWERS AGREEMENT (JPA) 18 REVISED: MARCH, 2011
ATTEST:

______________________________

Clerk of City Council

CITY OF SOUTH SAN FRANCISCO

by ____________________________

Mayor

ATTEST:

______________________________

Clerk of Town Council

TOWN OF WOODSIDE

by ____________________________

Mayor

F:\USERS\CCAG\WPDATA\JPA\2011\JPA Final 2011