

City of Brisbane

Agenda Report

TO: City Council

FROM: Clay Holstine, City Manager

DATE: Meeting of April 18, 2011

SUBJECT: Authorization of continued participation in the City/County Association of Governments of San Mateo County (C/CAG)

RECOMMENDATION:

Consider approval of Resolution No. 2011-17 authorizing continued participation in the City/County Association of Governments of San Mateo County (C/CAG) and approval of the Joint Powers Agreement

BACKGROUND:

C/CAG was founded in 1991 and renewed in 1995, 1999, 2003, and 2007. The current Joint Powers Agreement that provides C/CAG its legal basis is in effect until 12/1/11. Therefore, it is necessary to review C/CAG and consider reauthorization. All the Cities and the County are currently members of C/CAG. The City of Brisbane approved participation and the Joint Powers Agreement in 2007. C/CAG has proven to be very effective including the passage of Measure M which will provide \$175 M over 25 years for the cities and the County.

C/CAG Role:

The role of C/CAG is to:

Provide a forum for all agencies to work together on common issues:

Transportation	Solid Waste
NPDES	Airport Land Use Commission
Abandoned Vehicle Abatement	Legislation

Educate and elevate the decision making of local elected officials and technical professional staffs to include/ address countywide concerns in their local decisions.
Develop a consensus on the common issues of concern to the general public, solutions, and applicable funding recommendations/ priorities.

Act as Program Manager for Congestion Management Plan (CMA) Transportation funds (state and federal) and Air Quality funds (AB434/TFCA).

C/CAG Performance:

C/CAG programs are mandated, or bring in revenue to San Mateo County, or provide a cost savings through Countywide implementation. See the attached C/CAG Program Analysis 2011. C/CAG has had very significant accomplishments including the Smart Corridor Project, AB 1546 C/CAG DMV Fee (Only County in State), Measure M DMV Fee, Sub-regional RHNA Process (Only sub-region in the State), sponsored AB 468 and SB 348 that became law, programmed \$91.3M in State and Federal funds and the San Mateo County Energy Watch including Local Government Partnership with PG&E. Numerous County, Regional, State and National awards have been received. The C/CAG FY 10-11 Budget **member dues/ fees (\$2,051,368) are leveraged 5.2 times for total revenue and 15.3 times for controlled transportation funds. The member dues are leveraged on average by 15.2.** All cities and the County received from C/CAG a minimum of 6 times the member dues paid. Utilization of two direct staff and contract staff for the remaining tasks has minimized the staffing necessary to meet the program requirements. This staffing approach enables C/CAG to meet the program requirements in a cost-effective manner.

C/CAG Benefits:

Benefits of C/CAG to the member agencies includes:

Provide a **forum to share ideas and solutions** among agencies for common issues.

Enable all agencies to have a **vote in the distribution of State and Federal Transportation funds (\$40-60M every two years)** allocated to San Mateo County.

Transportation funding provided to Cities and County. Provide support to assist agencies in getting and maintaining funds.

Provide cost-effective programs to **assist member agencies in meeting mandates.**

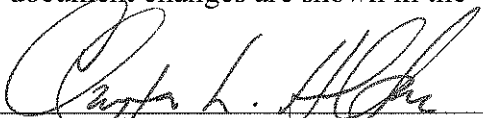
Provide active **intergovernmental support for San Mateo County** and the member agencies in the Region.

Provide additional information to agency staff on the system wide transportation impacts of proposed developments such that better local decisions can be made.

Provide proactive **Advocation at the State level to provide additional funding** such as C/CAG sponsored legislation and to preserve City/ County revenue.

Joint Powers Agreement:

The agreement proposed is essentially identical to the one adopted in 2007. The proposed Joint Powers Agreement is attached. To assist in the review of the document changes are shown in the attachment.



Clayton L. Holstine, City Manager

RESOLUTION NO. 2011-17

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BRISBANE AUTHORIZING CONTINUED PARTICIPATION IN THE CITY/
COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)
AND APPROVAL OF THE JOINT POWERS AGREEMENT AND AUTHORIZING THE
MAYOR TO EXECUTE THE JOINT POWERS AGREEMENT**

RESOLVED, by the City Council of the City of Brisbane, that,

WHEREAS, the City of Brisbane is currently a member of the City/ County Association of Governments of San Mateo County (C/CAG); and

WHEREAS, the City of Brisbane approved and executed the Joint Powers Agreement in 2007 continuing C/CAG for four years; and

WHEREAS, C/CAG has achieved significant accomplishments including the passage of the Measure M Fee which will provide \$165M over 25 years of which \$82.5M goes to the cities and County; and

WHEREAS, C/CAG has received numerous County, Regional, State and National awards for its programs; and

WHEREAS, C/CAG provides programs to address State Mandates in a cost effective manner; and

WHEREAS, Participation in C/CAG provides the City of Brisbane a voice in the programming of over \$40-60M in transportation funds; and

WHEREAS, the City of Brisbane desires to continue participation in C/CAG; and

WHEREAS the City of Brisbane desires to execute the Joint Powers Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Brisbane is hereby authorized and directed to execute the Joint Powers Agreement for and on behalf of the City of Brisbane, subject to approval as to form by Legal Counsel.

Cyril G. Bologoff, Mayor

I hereby certify that the foregoing Resolution 2011-17 was duly and regularly adopted at a regular meeting of the Brisbane City Council on April 18, 2011 by the following vote:

AYES:

NOES:

ABSENT:

Sheri Marie Spediacci
City Clerk

C/CAG Program Analysis 2011

Programs	Why C/CAG	Penalty	Outside Funds %	Funds Source	Member Funds %	Benefits
Transportation						
Congestion Management Plan (CMP)	C/CAG is the designated Congestion Management Agency (CMA) for SM County. The CMP complies with State legislation and provides biennial monitoring of transportation network	Withhold gas tax	50%	MTC	50%	Short term plan
Countywide Transportation Plan (CTP)	Provides countywide consensus on long-range transportation vision		50%	MTC	50%	Long term planning
State/Federal Programs	CMA is designated to administer various Federal and State funded programs (street maintenance, bike/ped, streetscape, etc.)		100%	MTC		Better maintained streets; beautified street facilities, more bike and ped friendly
Congestion Relief Plan	Observe member agency from the need to develop Deficiency Plans for traffic level of service violations				100%	Reduce traffic congestion
Transportation for Clean Air (TFCA)	Designated recipient for the TFCA County Manager Fund		100%	Air District		Cleaner Air
DMV Fee (\$4)	C/CAG is originator of this program		100%	DMV		Reduce congestion and improve water quality

C/CAG Program Analysis 2011

Programs	Why C/CAG	Penalty	Outside Funds %	Source	Member Funds %	Benefits
NPDES	Federal/State mandate	up to \$10K/day	85%	Parcel tax	15%	Meets legal obligation; cleaner water
Abandoned Vehicle	State mandate		100%	DMV		Less abandoned vehicles
ALUC	Mandate		20-30%	Grants	70-80%	Meets legal obligation
Solid Waste (AB939)	State mandate	up to \$10K/day	90%	County	10%	Meets legal obligation
San Mateo County Energy Watch	Countywide effort in energy conservation		100%	PG&E		Reduce energy consumption
Climate Support	Provides a forum for collaboration on climate actions		100%	Grants		Climate protection
Legislative Advocacy	Advocates for member agency benefits				100%	Protects local revenues

JOINT POWERS AGREEMENT

Identical to current adopted Joint Powers Agreement

Only significant changes would be to Sections 3,12, 23, and the addition of Sections 25 and 26.

Joint Powers Agreement:

- 1- Section 3 (f). Purpose and Activities modified to update Committee list:
 - (2) Congestion Management and *Environmental* Quality Committee
 - (11) *Resource Management and Climate Protection Committee*
 - (12) *C/CAG Investment Committee*
- 2- Section 12. dates changed to reflect reauthorization:
“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 15, 2015, and thereafter shall continue until terminated pursuant to Section 11 of this agreement.*”
- 3- Section 21 added a sentence.
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):
- 4- Section 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.
- 5- Section 25 and 26. Added to reflect new legislated program.

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, and Coordinates, Supports, and provide programs as necessary for Climate Protection.
- 6- Miscellaneous Sections Change Subcommittee to Committee, adjust reference numbers as necessary, and execution language.

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.*

JOINT POWERS AGREEMENT

Continuing Establishment of the City/County Association of Governments

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

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

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

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

1. Establishment of City/County Association of Governments of San Mateo County. The parties hereby create an entity to be known as the City/County Association of

Governments of San Mateo County (hereinafter referred to as "C/CAG") for the preparation, review, adoption, monitoring and facilitation of implementation by the member agencies of county-wide state mandated plans. C/CAG shall be an entity which is separate from the parties to this agreement and shall be responsible for the administration of this agreement. Except as provided herein, the debts, liabilities, and obligations of C/CAG shall be the debts, liabilities, and obligations of the entity and not the debts, liabilities, and/or obligations of the parties to this agreement.

C/CAG shall have the power and is authorized to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, maintain, manage, acquire, construct or operate any building, works or improvements;
- (d) To acquire, hold, or dispose of property;
- (e) To incur debts, liabilities, or obligations;
- (f) To sue and be sued in its own name;

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

In addition, there shall be two (2) non-voting ex-officio members: a representative of the San Mateo County Transit District Board of Directors selected by the Board of Directors and a representative of the San Mateo County Transportation Authority selected by the Authority. Additional Ex-Officio members may be established by Board action in accordance with the special voting procedures identified in 4 (c). Regular attendance by the designated representative or alternate at the C/CAG Board and *Committee* meetings shall be encouraged by the C/CAG Board and member agencies.

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

- (a) Plan, organize, and maintain the work of C/CAG and be responsible for its overall operation.
- (b) Advise City Councils and the Board of Supervisors of all significant activities of C/CAG.
- (c) Prepare, review, adopt, monitor and facilitate implementation by the member agencies the following state-mandated county-wide plans:
 - (1) Congestion Management Plan (as the designated Congestion Management Agency including enforcing compliance with the Congestion Management Plan);
 - (2) Integrated Solid Waste Management Plan (as the designated Local Task Force);
 - (3) Airport Land Use Plan (as the designated Airport Land Use

Commission);

- (4) Hazardous Waste Management Plan;
 - (5) NPDES - Stormwater Management Plan.
- (d) Perform such additional county-wide planning activities as approved by or directed by two-thirds (2/3) of the members representing two-thirds (2/3) of the population of the County. Final adoption of any such plans shall only be after the plan has been introduced at a prior meeting held at least twenty-five (25) days earlier.
- (e) Perform any additional County-Wide activities as set forth in this agreement (Sections *20, 21, 22, 23, 24, 25, and 26*).
- (f) Utilize and establish advisory committees wherever necessary, including but not limited to:
- (1) Airport Land Use Committee
 - (2) Congestion Management and *Environmental* Quality Committee
 - (3) Congestion Management Plan (CMP) Technical Advisory Committee
 - (4) Solid Waste Advisory Committee (Local Task Force)
 - (5) Hazardous Waste Management Plan Advisory Committee
 - (6) Bikeways and Pedestrian Advisory Committee
 - (7) Finance Committee
 - (8) NPDES Committee
 - (9) NPDES Technical Advisory Committee

(10) Legislative Committee

(11) *Resource Management and Climate Protection Committee*

(12) *C/CAG Investment Committee*

Committees may be established by Board action in accordance with the special voting procedures identified in 4 (c). *Committee* membership may include persons who are not members of the Board of Directors, including other elected officials or public members.

(g) Adopt By-laws and such other rules of procedure as may be deemed necessary.

The duties, responsibilities or obligations of C/CAG, as set forth in this Agreement, are not intended, and shall not be interpreted, to expand or diminish any legal duties, responsibilities or obligations that any city or county member of C/CAG has, or may in the future have, under any provision of State or Federal law.

Notwithstanding anything to the contrary in any other provision of this Agreement, C/CAG shall have no authority and/ or obligation to implement or enforce the provisions of any County-wide plan except when C/CAG is functioning as an agency specifically designated by state or federal law as having the authority and/ or obligation to implement or enforce such County-wide plan.

4. **Voting Procedures.** The parties intend to strive for consensus following full discussion but in the event consensus cannot be reached the following voting procedures shall be utilized.

(a) A quorum shall consist of at least a majority of the voting members and shall

be required for all meetings of C/CAG.

- (b) All decisions and actions shall be by majority vote of those present unless the decision involves the adoption of a county-wide plan or any one (1) member requests the use of the special voting procedures hereinafter set forth.
- (c) The special voting procedures shall be utilized upon the request of any one (1) member. Addition of Ex-Officio members to the Board, the establishment of *Committees*, and the final adoption of county-wide plans shall require the special voting procedures. Special voting procedures shall be as follows: for a motion to be successful it must receive the votes of a majority of the members representing a majority of the population of the County. In determining the population of local governments, the population shall be utilized as set forth in a resolution adopted by the Board of Directors pursuant to Section 19.

5. **Budget**. The Board annually shall adopt, by a date C/CAG designates by resolution, an operating budget for C/CAG setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this agreement. C/CAG shall establish its fiscal year by resolution. Immediately after approving the annual budget, the Board shall recommend the budget to the governing bodies of the members for the purpose of securing from each of them contributions and/or appropriations in accordance with each party's obligations as set forth in Section 6 below. It is expressly agreed and understood that the Board has no authority to bind any governing board to make the recommended contribution and/or appropriation

and that this decision rests solely with each governing body. Each party shall deposit its monetary contribution to the budget with the C/CAG Treasurer on or before the date C/CAG designates by resolution.

6. **Contribution of Parties.** In consideration of the mutual promises contained herein, the parties agree that they shall make the following annual contributions towards maintaining the program of C/CAG.

Each member's contribution shall be its pro-rata share of the revenue needed for the annual budget as adopted by the Board of Directors. The pro-rata share of each agency shall be based upon its population as set forth in a resolution adopted by the Board of Directors pursuant to Section 19. By use of the special voting procedures under special circumstances the Board of Directors may waive contributions. If a member fails to pay its annual contribution, it shall forfeit its voting rights as provided in Paragraph 10 and there shall be no further recourse against it for nonpayment.

7. **Treasurer.** The Board of Directors shall select a Treasurer from one of its member entities who shall be the depository and have custody of all the money and property of C/CAG from whatever source. The duties of the C/CAG Treasurer shall include those set forth in the Government Code Section 6500 et seq., Joint Exercise of Powers.

8. **Controller.** The Board of Directors shall select a Controller from one of its member entities who shall perform the functions of auditor and/or controller for C/CAG. The

duties of the C/CAG Controller shall include those set forth in Government Code Section 6500 et seq., Joint Exercise of Powers.

9. **Staffing.** It is understood that C/CAG may require the support of its own administrative staff. When deemed necessary, the Board of Directors may employ an Executive Director. The Board shall have responsibility for all employment decisions regarding said Executive Director who shall serve at the pleasure of the Board of Directors.

The Executive Director shall be responsible for the day-to-day administration of C/CAG under the direction of the Board of Directors. The Executive Director shall seek advice and assistance from the Administrators' Advisory Committee. The Executive Director shall have the authority to employ administrative staff consistent with the approved budget of C/CAG.

There shall be an Administrators' Advisory Committee. The Committee will be advisory to the C/CAG Board of Directors and Executive Director to assist them to most effectively accomplish the objectives of C/CAG by giving advice on agenda matters, monitoring outcomes of activities, assisting with identifying and allocating resources, and communicating with all members. The Committee members shall be: the City Managers from cities that contract staff to C/CAG, the County Manager, the General Manager of SamTrans, one (1) City Manager appointed by the City Managers' Association, and, the Chair and Vice-Chair(s) and Legal Counsel of C/CAG as ex-officio members. Committee Chairs and staff who have items for discussion at the Committee will be invited to participate. The definition and membership of this Committee may be revised by Board action in accordance with the special voting procedures identified in 4 (c).

It is understood that C/CAG may employ personnel, utilize existing County, SamTrans or City staff, or retain professional consultants to perform any necessary staff work in meeting its goals and objectives. It is further understood that no County, SamTrans or City staff will be utilized without the consent of the employing agency.

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

11. **Termination and Disposition of Property**. This agreement shall be deemed terminated when the number of Cities participating in this agreement contain less than a majority of the population of the County, or are fewer than eleven (11) in number. Upon termination, equipment and all other assets shall be distributed to the parties hereto in proportion to the

contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date. Upon termination, any surplus money on hand shall be returned to the parties in proportion to the contributions of the parties during the life of C/CAG including distribution to parties which may have withdrawn at an earlier date.

12. **Effective Date/Termination Date.** This agreement shall be effective on July 1, 2011, or upon its execution by the County and by at least eleven (11) cities representing the majority of the population of the County, whichever is later. This agreement *shall continue at least until December 1, 2015, and thereafter shall continue until terminated pursuant to Section 11 of this agreement.*

13. **Meetings.** Monthly meetings of the C/CAG Board of Directors shall be held in accordance with the Brown Act, Government Code Section 54950 et seq. The Board of Directors shall establish a regular time and place for the required meetings. In addition, the Board of Directors shall have such other meetings as are deemed necessary.

14. **Notice of Agreement.** Pursuant to Government Code Section 6503.5, C/CAG shall, within thirty (30) days after the effective date of this agreement, cause a notice of the agreement to be prepared and filed with the Office of the Secretary of State.

15. **Other Associations.** Participation in C/CAG is not intended to preclude member entities from entering into similar agreements with other jurisdictions.

16. **Legal Counsel.** Unless the Board of Directors determines otherwise, the County Counsel shall serve as legal counsel to C/CAG and provide all routine legal advice and service necessary including attendance at Board of Directors meetings.

17. **Insurance.** The County shall add C/CAG to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of this agreement. Said excess liability insurance coverage includes a self-insured retention by the County. Unless the Board of Directors decides otherwise, County shall provide for the defense of any claims or litigation within the amount of the self-insured retention. Legal representation by the County will ordinarily be provided by the Office of the County Counsel.

Any out-of-pocket expenses or loss, by way of judgment or settlement, arising out of the operation of this agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula set forth in Section 6. Expenses shall not include salaries or office expenses of any county employees, including any attorneys from the Office of the County Counsel.

18. **Amendments.** This Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, except as provided in 3(d).

19. **Adjustment of Population Figures.** The Board of Directors shall establish by

resolution the population figures to be utilized in determining the population of local governments under this agreement based on the results of the decennial federal census or population figures provided by the State Department of Finance, and may revise the population figures at any time by resolution.

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

21. **Storm Water Discharge Plan and Permit.** *To the extent permitted by law and regulation; and recognized by the applicable government agency; the City/County Association of Governments shall assume responsibility for the following activities under the National Pollutant Discharge Elimination System (NPDES) Program (40 CFR 122):*

- (a) Ratify submission of a county-wide storm water discharge permit application and accept permit on behalf of the County and Cities in the County, as co-permittees.
- (b) Prepare preliminary draft and final draft storm water management plan describing existing activities the County and Cities are conducting to help minimize the discharge of pollutants to storm water, describing new pollution measures that will be undertaken during the initial five year period of the NPDES permit, and containing other matters C/CAG determines are necessary

or desirable.

- (c) Identify and recommend alternatives for implementation of a revenue program.
- (d) Enter into contracts with the County, the Cities, the County Flood Control District, and other entities to implement the revenue program and the storm water management plan.
- (e) Perform additional county-wide activities in connection with the NPDES program as set forth in the storm water management plan approved by, or as directed, by the Board of Directors.
- (f) Provide coordination and overall management of the NPDES program and advice to the County and the Cities on implementation.

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

22. **Service Authority for Abatement of Abandoned Vehicles.** C/CAG shall be the service authority for the abatement of abandoned vehicles under Vehicle Code Section 22710. C/CAG shall impose a service fee of one dollar (\$1) on vehicles registered to an owner with an

address in San Mateo County as authorized by Vehicle Code Sections 9250.7 and 22710. As provided in Vehicle Code Section 22710(b), C/CAG may contract and undertake any act convenient or necessary to carry out any law relating to its duties as the service authority.

23. **Programming State and Federal Transportation Funds.** C/CAG acting as the Congestion Management Agency shall be responsible for programming State and Federal Transportation Funds allocated to San Mateo County. These funds include but are not limited to State Transportation Improvement Program (*STIP*), *Surface Transportation Program (STP)*, *Congestion Management and Air Quality (CMAQ)*, and Transportation Development Act Article 3.

24. **AB 1546 Transportation/ Environmental Vehicle Registration Fee Program.** C/CAG shall serve as the overall program manager for the San Mateo County Transportation/Environmental Program which programs up to a \$4 motor vehicle fee in accordance with Chapter 2.65 (commencing with Section 65089.11) to Division 1 of Title 7 of the Government Code and Section 9250.5 of the Vehicle Code.

25. **Measure M - Local Transportation Improvement Program.** C/CAG shall serve as the overall program manager for the Local Transportation Improvement Program which programs up to a \$10 motor vehicle fee in accordance with Section 65089.20 of the Government Code and Section 9250.4 of the Vehicle Code.

26. **San Mateo County Energy Watch and Climate Protection.** C/CAG shall serve

as the overall program manager for the San Mateo County Energy Watch Program that coordinates and provides energy conservation incentives. C/CAG tasks also includes coordinate, support, and provide programs as necessary for Climate Protection.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their hands on this *Joint Powers Agreement effective as of the first day of July, 2011.*

COUNTY OF SAN MATEO

ATTEST:

Clerk of the Board

by _____
President of the Board of Supervisors

TOWN OF ATHERTON

ATTEST:

Clerk of Town Council

by _____
Mayor

CITY OF BELMONT

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF BRISBANE

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF BURLINGAME

ATTEST:

Clerk of City Council

by _____
Mayor

TOWN OF COLMA

ATTEST:

Clerk of Town Council

by _____
Mayor

CITY OF DALY CITY

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF EAST PALO ALTO

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF FOSTER CITY

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF HALF MOON BAY

ATTEST:

Clerk of City Council

by _____
Mayor

TOWN OF HILLSBOROUGH

ATTEST:

Clerk of Town Council

by _____
Mayor

CITY OF MENLO PARK

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF MILLBRAE

ATTEST:

Clerk of City Council

by _____
Mayor

CITY OF PACIFICA

ATTEST:

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 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

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