



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: April 24, 2007
BOARD MEETING DATE: May 15, 2007
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Execution of the Joint Powers Agreement for the Continuation of C/CAG and San Mateo County Participation

RECOMMENDATION:

Adopt a resolution authorizing execution of the Joint Powers Agreement among participating cities and the County of San Mateo for the continuation of the City/County Association of Governments for a term of four (4) years July 1, 2007 through December 1, 2011.

VISION ALIGNMENT:

Commitment: Responsive, effective and collaborative government.

Goal: County and local governments effectively communicate, collaborate and develop strategic approaches to issues affecting the entire County

BACKGROUND:

The City/County Association of Governments in San Mateo County (C/CAG) was established through a Joint Powers Agreement (JPA) between the twenty cities and the County of San Mateo in 1991. The JPA was renewed in 1995, 1999 and 2003. Its purpose is to provide a cooperative, cost-effective means to respond to countywide federal and state mandates. C/CAG also provides a forum for agencies to work together on common issues. San Mateo County is currently a voting member of C/CAG.

DISCUSSION:

The current Joint Powers Agreement expires June 30, 2007. The proposed agreement is similar to the previously approved Joint Powers Agreement. The Board structure retains the same voting Board members (20 agencies plus the County). Two Ex-Officio members are included on the Board (SamTrans and the Transportation Authority.) Key changes in the Joint Powers Agreement other than numbering or typographical corrections include:

Effective Date / Termination Date. This agreement shall be effective on July 1, 2007, 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, 2011, unless renewed in writing by the County and by at least eleven (11) cities containing a majority of the population of the County.

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.

AB 1546 Transportation / Environmental Vehicle Registration Fee Program. C/CAG shall serve as the overall program manager for the new San Mateo County Transportation/ Environmental Program.

County Counsel has reviewed and approved the agreement.

FISCAL IMPACT:

There is no dollar amount associated with this agreement, however, the County pays a recommended membership contribution annually to C/CAG. The County's membership contribution for FY 2007-08 from the General Fund will be \$22,359. This amount has been budgeted in the Memberships and Contributions budget. This represents the County's pro rata share based on population and it funds general C/CAG administration. Additionally, the County pays \$125,626 from the Half-Cent Transportation Fund for the transportation functions of C/CAG. The combined County contribution in FY 2007-08 will be \$147,985.