



## **Staff Report**

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### CONSIDERATION OF RESOLUTION AUTHORIZING CONTINUED PARTICIPATION IN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AND APPROVAL OF THE JOINT POWERS AGREEMENT

Honorable Mayor and Council Members:

#### **Background/Discussion:**

C/CAG was founded in 1991 and renewed in 1995, 1999, and 2003. The current Joint Powers Agreement that provides C/CAG its legal basis is in effect until 12/1/07. 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 Belmont approved participation and the Joint Powers Agreement in 2003.

#### **C/CAG Role:**

The role of C/CAG is to:

- Provide a forum for all agencies to work together on common issues:
  - Transportation
  - NPDES
  - Abandoned Vehicle Abatement
  - Solid Waste
  - Airport Land Use Commission
  - 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 Accomplishments/ Analysis/ Programs. C/CAG has had very significant accomplishments including the Congestion Relief Plan, AB 1546 C/CAG DMV Fee (Only County in State), Subregional RHNA Process (Only subregion in the State) and the Transit Oriented Development Incentive Program. Numerous County, Regional, State and National awards have been received. The C/CAG FY 06-07 Budget member dues/ fees (\$2,024,645) are leveraged 3.9 times for total revenue and 14.3 times for controlled transportation funds. 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. Most of the C/CAG programs are mandates that must be performed. It is likely that the cost for the City of Belmont to perform the mandates provided by C/CAG would be significantly higher than the annual fee of \$88,586. As a

member of C/CAG the City of Belmont has had a voice in programming over \$100M in transportation funds.

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 (\$70-80M 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.
- Lobbyist support in Sacramento.
- Provide proactive Advocation at the State level to provide additional funding such as AB 1546 and to preserve City/ County revenue.

Joint Powers Agreement:

The agreement proposed is essentially identical to the one adopted by the City of Belmont in 2003. The proposed Joint Powers Agreement is attached. To assist in the review of the document changes are shown in bold below and in italics in the agreement. Key changes in the Joint Powers Agreement other than numbering or typographical include:

- 1- Section 12. dates changed to reflect reauthorization:  
“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. Upon such termination, the provisions of Sections 10 and 11 apply.”
  
- 2- Section 17. Fixed Self-Insured Retention limit.  
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** ~~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 **amount of 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.

- 3- Section 24. Added to reflect a new legislated program.  
**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.**

**General Plan/Vision Statement**

No impact.

**Fiscal Impact**

\$88,586 FY 07-08 Member Assessment.

**Public Contact**

Posting of City Council agenda.

**Recommendation**

Review and approval of the resolution authorizing continued participation in the City/ County Association of Governments of San Mateo County (C/CAG) and approval of the Joint Powers Agreement in accordance with the staff recommendations.

**Alternatives**

1. Review and approval of the Resolution authorizing continued participation in the City/ County Association of Governments of San Mateo County (C/CAG) and approval of the Joint Powers Agreement in accordance with the staff recommendations.
2. Review and approval of the Resolution authorizing continued participation in the City/ County Association of Governments of San Mateo County (C/CAG) and approval of the Joint Powers Agreement in accordance with the staff recommendations with modifications.
3. No action.

**Attachments**

- A. Resolution of the City Council of the City of Belmont 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
- B. C/CAG Accomplishments, Analysis and Programs
- C. Joint Powers Agreement: Continuing Establishment of the City/ County Association of Governments - Revised March 2007

Respectfully submitted,

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Jack R. Crist  
City Manager

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
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 Belmont, that,

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

**WHEREAS** the City of Belmont approved and executed the Joint Powers Agreement in 2003 continuing C/CAG for four years; and

**WHEREAS** C/CAG has achieved significant accomplishments including the Countywide Transportation Plan and the Transit Oriented Development Incentive Program; 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 Belmont a voice in the programming of over \$60-80M in transportation funds; and

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

**WHEREAS**, the City of Belmont desires to execute the Joint Powers Agreement;

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

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on May 8, 2007 by the following vote:

AYES, COUNCILMEMBERS: \_\_\_\_\_

NOES, COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN, COUNCILMEMBERS: \_\_\_\_\_

ABSENT, COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
CLERK of the City of Belmont

APPROVED:

\_\_\_\_\_  
MAYOR of the City of Belmont