

COPY

Reso. No. 8749

**JOINT POWERS AGREEMENT ESTABLISHING THE  
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

**THIS AGREEMENT** by and among the cities who become signatories to this agreement (hereinafter referred to as "the Cities" or "City" as the content requires) is made and entered into as of the 9<sup>th</sup> day of May, 2000 and in light of the following recitals:

- A. The Cities have authority to undertake transportation demand management activities in their respective communities and desire to establish the Peninsula Traffic Congestion Relief Alliance under which the parties will work together to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County.
- 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 parties desire to establish the Peninsula Traffic Congestion Relief Alliance as a joint powers authority in accordance with the terms and conditions outlined in this Agreement.

**NOW, THEREFORE**, the Cities, in consideration of the mutual promises and agreements contained herein, agree as follows:

1. **Purpose:**

The Cities enter into this Agreement for the sole purpose of establishing and operating the Peninsula Traffic Congestion Relief Alliance ("Alliance") to reduce traffic congestion and air pollution through Transportation Demand Management (TDM) programs, services and subsidies and other related consultation services, designed to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County. The activities of the Alliance also may assist Cities in meeting what is called "TSM" obligations for receipt of Measure A sales tax funds.

2. **Definitions:**

- (a) "Employer" shall mean any public or private employer or group thereof, including the City, who has a permanent place of business in the County of San Mateo.
- (b) "TDM or Transportation Demand Management" shall mean a program or activity to improve the efficiency of the existing transportation system by increasing the use of alternative modes of

transportation such as carpools, vanpools, public transit, bicycles, walking and telecommuting.

- (c) “City” or “Cities” (sometimes referred to as “party” or “parties”) shall mean a member of the Peninsula Traffic Congestion Relief Alliance and a party signator to this Agreement establishing the Alliance.

3. **Establishment of Alliance:** The Cities hereby create an entity to be known as the Peninsula Traffic Congestion Relief Alliance to exercise in the manner set forth in this Agreement the specified powers common to each of the Cities. The Alliance shall be a public entity that is separate from the Cities and shall be responsible for the administration of this Agreement. Except as provided herein, the debts, liabilities, and/or obligations of the Alliance shall be the debts, liabilities, and/or obligations solely of the Alliance and shall not be the debts, liabilities, and/or obligations of any City to this Agreement.
4. **Term:** This Agreement shall be effective on the date by which any eight Cities have executed it and shall continue in effect until terminated as provided herein.
5. **Powers of the Alliance:** The Alliance shall have the powers and duties:
  - (a) To make and enter into contracts;
  - (b) To incur debts, liabilities or obligations;
  - (c) To solicit, receive, and use grants, advances and contributions from all available sources, public or private, including federal, state and local subventions;
  - (d) To adopt bylaws;
  - (e) To employ employees or agents or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary;
  - (f) To sue and be sued in its own name;
  - (g) To invest any surplus funds not required for the immediate necessities of the Alliance as the Governing Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code Section 53601;
  - (h) To enforce all provisions of this Agreement;
  - (i) To negotiate for, acquire, hold, manage, maintain, control or dispose of real and personal property;

- (j) To levy and collect fees and charges, including administrative and operating costs, to third parties who receive the benefit of services from the Alliance; and
- (k) To do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Alliance.

6. **Governing Board:** There is hereby created a Governing Board to govern the Alliance. Each City shall appoint one Councilmember to serve on the Board and another Councilmember to serve as an alternate with each continuing in such capacity until replaced. The Board shall elect one of its members to serve as Chairperson. The Board shall meet as needed, but at least one time a year. Meetings shall be held in San Mateo County at a place to be designated. Each member of the Board shall have one vote.

The Board shall be responsible for establishing the policy direction of the Alliance. On an annual basis, the Board shall adopt a work plan and budget for programs, services and subsidies that support the Alliance's purpose. The Board shall be authorized to call up, review and uphold or reverse any decision made by the Supervisory Committee. The Board may from time to time give public recognition to Employers and other participants for notable efforts and achievements with respect to TDM programs. The Board shall exercise all powers and authority on behalf of the parties and may do any and all things necessary to carry out this Agreement.

7. **Supervisory Committee:** There is hereby created a Supervisory Committee comprised of at least five (5) of the city managers or their designees from among the parties. In appointing the members of the Supervisory Committee, the Governing Board will attempt to achieve appropriate geographic representation, taking into consideration shared transportation features. The Supervisory Committee will meet quarterly to oversee the Alliance's operations, to problem solve, to approve draft policy recommendations for the Governing Board and to recommend to the Governing Board an annual work plan and budget. The Supervisory Committee shall elect a Chair who shall provide overall direction to staff and supervise the Executive Director of the Alliance.
8. **Advisory Council:** There is hereby created an Advisory Council comprised of volunteers from Employers, transit agencies, the City/County Association of Governments, the San Mateo County Transportation Agency, the County and interested members of the general public to assist the Alliance staff with the development of the annual work plan, to provide feedback and program refinement, and to organize strategic partnerships for special projects throughout the year.

9. **Budget:** The Executive Director annually shall prepare a budget for the Alliance setting forth anticipated expenses, financing sources and proposed service levels and programs necessary to carry out the purposes of this Agreement. The Supervisory Committee shall recommend the budget to the Governing Board for approval. In the event the budget contemplates revenue in the form of monetary contributions from the parties, the budget shall be submitted to each City for approval.
10. **Staff of the Alliance:** The Governing Board shall appoint an Executive Director upon recommendation of the Supervisory Committee. The Executive Director, upon consultation with the Supervisory Committee, may hire other staff people for the Alliance, as needed, provided that such hiring conforms to the approved budget. In lieu of an Executive Director, the Governing Board, upon recommendation of the Supervisory Committee, may contract for such management services. The Executive Director, upon consultation with the Chair of the Supervisory Committee, may contract for the provision of other staff services, provided that such contracts conform to the approved budget. Staff or contractors will be employee(s) or contractee(s) of the Alliance. The Executive Director and other staff shall serve at the pleasure of the hiring or appointing authority.

The Executive Director shall be employed by the Alliance and shall:

- (a) Be responsible for Alliance management, strategic planning, financial management, personnel, and implementation of the Board-adopted annual work program and budget; and
- (b) Be responsible for day to day personnel matters and for the hiring and firing of subordinate staff members in consultation with the Supervisory Committee; and
- (c) Prepare an annual report describing the results of program implementation, transportation surveys, TDM programs and other information including the successes in attaining the goals and objectives to advance the purpose of the Alliance.

The Governing Board, upon recommendation of the Supervisory Committee, may also appoint legal counsel to represent the Alliance.

11. **Fiscal Agent:** The member City designated in the Bylaws of the Alliance as adopted by the Governing Board shall act as Fiscal Agent for the Alliance and shall be charged with the following responsibilities:
  - (a) The custody of all money, property and assets of the Alliance;
  - (b) The maintenance of all financial books and records necessary to conduct the business of the Alliance; and

- (c) The development of periodic reports to the Governing Board, the Supervisory Committee and the Executive Director regarding receipts, disbursements and the financial condition of the Alliance.

The Alliance, through the Fiscal Agent, shall retain an independent certified public accountant each year to conduct a fiscal year end audit and to prepare financial statements for the Alliance.

- 12. **Withdrawal:** Any participating City may withdraw from this Agreement by filing written notice of intention to do so with the other cities. Termination will take effect on July 1 of any year, provided there is a least six months advance notice. The withdrawal of any party from this Agreement shall in no way affect the rights and obligations of the remaining Cities. If a City withdraws from this Agreement, it is not entitled to return of any funds contributed to the Agency nor to the return in cash or in kind of any materials or supplies contributed. Withdrawing cities still are obligated for all payments due from them for the fiscal year of the withdrawal.
- 13. **Termination and Disposition of Property:** This Agreement shall be deemed terminated when only one City continues to participate, or when all participating Cities choose to terminate it. Upon termination, all assets shall be distributed in equal shares to the Cities still active at the time of termination or to the one City continuing to participate or to a successor agency designated by all of the remaining parties at the time of termination, with the exception that if any surplus money of the Alliance at the time of termination represents monetary contributions from still active member Cities, said money shall be refunded to such Cities in proportion to the contributions made.
- 14. **Amendment:** This Agreement may be amended from time to time with the written consent of a majority of the participating Cities.
- 15. **Insurance and Indemnification:** The Alliance shall acquire such insurance protection, including coverage for worker's compensation and commercial general liability, as is necessary to protect the interests of the Governing Board, the Cities, the Alliance staff, representatives, volunteers and other participants. The Alliance shall, at its sole expense, assume the defense of and indemnify and save harmless each party to this Agreement and its respective councilmembers, officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities, programs or services of the Alliance, its Governing Board, Supervisory Committee or staff.

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

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

ATTEST:

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

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

ATTEST:

By Judith Kelley  
Acting City Clerk

CITY OF ATHERTON

By William R. Lowell  
Mayor 6-27-03

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY HILLSBOROUGH

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF WOODSIDE

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

APPROVED AS TO FORM:

Marc G. Hynes  
City Attorney

16. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

CITY OF BELMONT

By *Lathy Kern*  
Clerk of City Council

By *Jeri Cook*  
Mayor

ATTEST:

CITY OF BRISBANE

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

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

ATTEST:

CITY OF BURLINGAME

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

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

ATTEST:

CITY OF COLMA

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

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

ATTEST:

CITY OF DALY CITY

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

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

ATTEST:

CITY OF EAST PALO ALTO

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

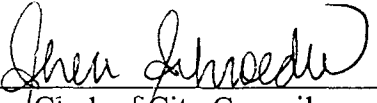
By \_\_\_\_\_  
Mayor


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ATTEST:

CITY OF BRISBANE

By   
Clerk of City Council  
Sheri Marie Schroeder

By   
Mayor Pro Tem  
W. Clarke Conway

APPROVED AS TO FORM:  
  
HAROLD S. TOPPEL  
CITY ATTORNEY



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ATTEST:

CITY OF BURLINGAME

By *Ann J. Musto*  
Clerk of City Council

By *Roseli M. O'Malley*  
Mayor

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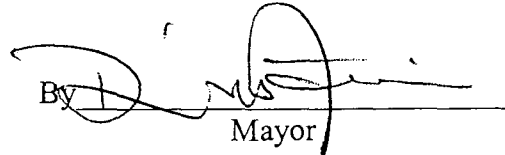
ATTEST:

CITY OF COLMA

By

  
Clerk of City Council

By

  
Mayor

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ATTEST:

CITY OF DALY CITY

By Helen R. Flunderday  
Clerk of City Council

By [Signature]  
Mayor

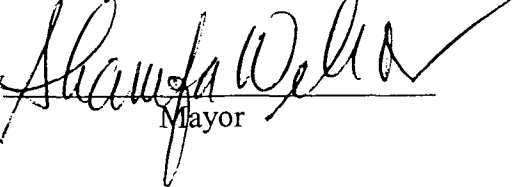
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ATTEST:

CITY OF EAST PALO ALTO

By   
Clerk of City Council

By   
Mayor

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ATTEST:

CITY OF FOSTER CITY

By *Cherene Cahin*  
Clerk of City Council

By *Deborah E. H. Zilber*  
Mayor

ATTEST:

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

CITY OF FOSTER CITY

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

ATTEST:

By *Debra R. Robbins*  
Clerk of City Council

CITY OF HALF MOON BAY

By *Debi Collier*  
Mayor

ATTEST:

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

CITY OF MILLBRAE

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

ATTEST:

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

CITY OF PACIFICA

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

ATTEST:

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

CITY OF REDWOOD CITY

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

ATTEST:

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

CITY OF SAN BRUNO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

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

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By   
Deputy City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

CITY OF SO. SAN FRANCISCO

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

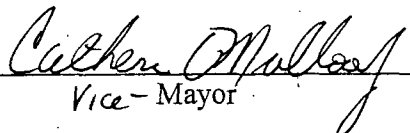
COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

CITY OF ATHERTON

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

CITY HILLSBOROUGH

By   
Vice-Mayor

CITY OF WOODSIDE

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

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**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

By Chf M wave  
Clerk of City Council

CITY OF MILLBRAE

By Donald F. Rugg  
Mayor



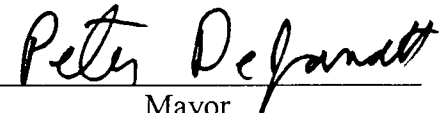
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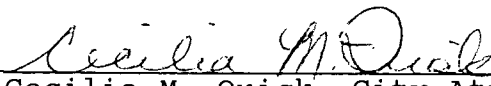
ATTEST:

CITY OF PACIFICA

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

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

APPROVED AS TO FORM:

 \_\_\_\_\_  
Cecilia M. Quick, City Attorney

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HALF MOON BAY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF MILLBRAE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF PACIFICA

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

ATTEST:

By *Patricia Bone*  
City Clerk

CITY OF REDWOOD CITY

By *Jeff Dan*  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN BRUNO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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

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ATTEST:

CITY OF SAN BRUNO

By *Terris Rasmussen*  
Clerk of City Council

By *[Signature]*  
Mayor

**APPROVED AS TO FORM:**

*[Signature]*  
CITY ATTORNEY

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**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

CITY OF SAN CARLOS

By   
Clerk of City Council

By   
Mayor

ATTEST:

CITY OF SAN CARLOS

By *[Signature]*  
Clerk of City Council

By *[Signature]*  
Mayor

ATTEST:

CITY OF SAN MATEO

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

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

ATTEST:

CITY OF SO. SAN FRANCISCO

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

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

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**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

CITY OF SO. SAN FRANCISCO

By *B. Payne*  
Clerk of City Council

By *Karl Markus*  
Mayor

**APPROVED**

DATE 4/26/00

*Steven T. Mathias*  
CITY ATTORNEY

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

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

ATTEST:

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

COUNTY OF SAN MATEO

By *David A. Adams*  
President of Board of Supervisors

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF ATHERTON

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HILLSBOROUGH

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

**FIRST AMENDMENT TO AND RESTATEMENT OF  
JOINT POWERS AGREEMENT ESTABLISHING THE  
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

**THIS AGREEMENT** by and among the cities and the County of San Mateo who become signatories to this agreement (hereinafter referred to as "Party" in the singular and "Parties" collectively, as the content requires) is made and entered into as of the   2   day of   June  , 2005 and in light of the following recitals:

- A. The Parties have authority to undertake transportation demand management activities in their respective communities and desire to establish the Peninsula Traffic Congestion Relief Alliance under which the parties will work together to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County.
- B. The Parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500 *et seq.*
- C. The Parties desire to establish the Peninsula Traffic Congestion Relief Alliance as a joint powers authority in accordance with the terms and conditions outlined in this Agreement.

**NOW, THEREFORE**, the Parties, in consideration of the mutual promises and agreements contained herein, agree as follows:

1. **Purpose:**

The Parties enter into this Agreement for the sole purpose of establishing and operating the Peninsula Traffic Congestion Relief Alliance ("Alliance") to reduce traffic congestion and air pollution through Transportation Demand Management (TDM) programs, services and subsidies and other related consultation services, designed to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County. The activities of the Alliance also may assist Parties in meeting what is called "TSM" obligations for receipt of Measure A sales tax funds.

2. **Definitions:**

- (a) "Employer" shall mean any public or private employer or group thereof, including a city or the County, who has a permanent place of business in the County of San Mateo.
- (b) "Party" or "Parties" shall mean a member of the Peninsula Traffic Congestion Relief Alliance and a party signator to this Agreement establishing the Alliance.



- (c) “TDM or Transportation Demand Management” shall mean a program or activity to improve the efficiency of the existing transportation system by increasing the use of alternative modes of transportation such as carpools, vanpools, public transit, bicycles, walking and telecommuting.
3. **Establishment of Alliance:** The Parties hereby create an entity to be known as the Peninsula Traffic Congestion Relief Alliance to exercise in the manner set forth in this Agreement the specified powers common to each of the Parties. The Alliance shall be a public entity that is separate from the Parties and shall be responsible for the administration of this Agreement. Except as provided herein, the debts, liabilities, and/or obligations of the Alliance shall be the debts, liabilities, and/or obligations solely of the Alliance and shall not be the debts, liabilities, and/or obligations of any Party to this Agreement.
4. **Term:** This Agreement shall be effective on the date by which any nine Parties have executed it and shall continue in effect until terminated as provided herein.
5. **Powers of the Alliance:** The Alliance shall have the powers and duties:
- (a) To make and enter into contracts;
  - (b) To incur debts, liabilities or obligations;
  - (c) To solicit, receive, and use grants, advances and contributions from all available sources, public or private, including federal, state and local subventions;
  - (d) To adopt bylaws;
  - (e) To employ employees or agents or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary;
  - (f) To sue and be sued in its own name;
  - (g) To invest any surplus funds not required for the immediate necessities of the Alliance as the Governing Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code Section 53601;
  - (h) To enforce all provisions of this Agreement;
  - (i) To negotiate for, acquire, hold, manage, maintain, control or dispose of real and personal property;

- (j) To levy and collect fees and charges, including administrative and operating costs, to third parties who receive the benefit of services from the Alliance; and
- (k) To do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Alliance.

6. **Governing Board:** There is hereby created a Governing Board (also referred to as “Board”) to govern the Alliance. Each Party shall appoint one Councilmember or, in the case of the County, one member of the Board of Supervisors, to serve on the Governing Board and another Councilmember, or Supervisor in the case of the County, to serve as an alternate, with each continuing in such capacity until replaced. The Governing Board shall elect one of its members to serve as Chairperson. The Board shall meet as needed, but at least one time a year. Meetings shall be held in San Mateo County at a place to be designated. Each member of the Board shall have one vote.

The Governing Board shall be responsible for establishing the policy direction of the Alliance. On an annual basis, the Board shall adopt a work plan and budget for programs, services and subsidies that support the Alliance’s purposes. The Governing Board may from time to time give public recognition to Employers and other participants for notable efforts and achievements with respect to TDM programs. The Board shall exercise all powers and authority on behalf of the parties and may do any and all things necessary to carry out this Agreement.

7. **Committees:** The Governing Board shall establish such committees, either standing or ad hoc, as it deems necessary and appropriate to assist the Alliance in carrying out the purposes of this Agreement. The establishment of standing committees, as well as their composition, method of appointment, role and purpose, shall be designated in the Bylaws of the Alliance as adopted by the Governing Board.
8. **Budget:** The Executive Director annually shall prepare a budget for the Alliance setting forth anticipated expenses, financing sources and proposed service levels and programs necessary to carry out the purposes of this Agreement. The Executive Director shall recommend the budget to the Governing Board for approval after reviewing same with any committee the Governing Board may establish and designate for this purpose. In the event the budget contemplates revenue in the form of monetary contributions from the parties, the budget shall be submitted to each Party for approval.
9. **Staff of the Alliance:** The Governing Board shall appoint an Executive Director. The Executive Director may hire other staff people for the Alliance, as needed, provided that such hiring conforms to the approved

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The Executive Director shall be employed by the Alliance and shall:

- (a) Be responsible for Alliance management, strategic planning, financial management, personnel, and implementation of the Board-adopted annual work program and budget; and
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The Alliance, through the Fiscal Agent, shall retain an independent certified public accountant each year to conduct a fiscal year end audit and to prepare financial statements for the Alliance.

11. **Withdrawal:** Any participating Party may withdraw from this Agreement by filing written notice of intention to do so with the other parties. Termination will take effect on July 1 of any year, provided there is a least six months advance notice. 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, it is not entitled to return of any funds contributed to the Agency nor to the return in cash or in kind of any materials or supplies contributed. Withdrawing Parties still are obligated for all payments due from them for the fiscal year of the withdrawal.

12. **Termination and Disposition of Property:** This Agreement shall be deemed terminated when only one Party continues to participate, or when all participating Parties choose to terminate it. Upon termination, all assets shall be distributed in equal shares to the Parties still active at the time of termination or to the one Party continuing to participate or to a successor agency designated by all of the remaining parties at the time of termination, with the exception that if any surplus money of the Alliance at the time of termination represents monetary contributions from still active member Parties, said money shall be refunded to such Parties in proportion to the contributions made.
13. **Amendment:** This Agreement may be amended from time to time with the written consent of a majority of the participating Parties.
14. **Insurance and Indemnification:** The Alliance shall acquire such insurance protection, including coverage for workers' compensation and commercial general liability, as is necessary to protect the interests of the Governing Board, the Parties, the Alliance staff, representatives, volunteers and other participants. The Alliance shall, at its sole expense, assume the defense of and indemnify and save harmless each Party to this Agreement and its respective councilmembers, officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities, programs or services of the Alliance, its Governing Board, or staff.
15. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

CITY OF BELMONT

By \_\_\_\_\_  
City Clerk

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

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

ATTEST:

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

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

ATTEST:

By Judith Kelley  
Acting City Clerk

CITY OF ATHERTON

By William R. Louie  
Mayor 6-27-05

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY HILLSBOROUGH

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF WOODSIDE

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

APPROVED AS TO FORM:

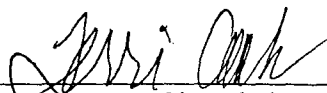
Marc G. Hynes  
City Attorney

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ATTEST:

By  \_\_\_\_\_  
City Clerk

CITY OF BELMONT

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

ATTEST:

By *Sharon Marie Schrow*  
City Clerk

CITY OF BRISBANE

By *A. Sepi Richardson*  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BURLINGAME

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF COLMA

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF DALY CITY

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

ATTEST

By \_\_\_\_\_  
City Clerk

CITY OF EAST PALO ALTO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF FOSTER CITY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BRISBANE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BURLINGAME

By Joe Gallin  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF COLMA

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF DALY CITY

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

ATTEST

By \_\_\_\_\_  
City Clerk

CITY OF EAST PALO ALTO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF FOSTER CITY

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



ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BRISBANE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BURLINGAME

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

ATTEST:

By *J. Madali*  
City Clerk

CITY OF COLMA

By *Helen Folicano*  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF DALY CITY

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

ATTEST

By \_\_\_\_\_  
City Clerk

CITY OF EAST PALO ALTO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF FOSTER CITY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BRISBANE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BURLINGAME

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF COLMA

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

ATTEST:

By Mania E. Cortez  
City Clerk

CITY OF DALY CITY

By Carol Z. Klatt  
Mayor

ATTEST

By \_\_\_\_\_  
City Clerk

CITY OF EAST PALO ALTO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF FOSTER CITY

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

ATTEST:

CITY OF BRISBANE

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF BURLINGAME

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF COLMA

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF DALY CITY

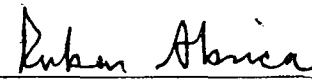
By \_\_\_\_\_  
City Clerk

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

ATTEST

CITY OF EAST PALO ALTO

By  \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF FOSTER CITY

By \_\_\_\_\_  
City Clerk

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BRISBANE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF BURLINGAME

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF COLMA

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF DALY CITY

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

ATTEST

By \_\_\_\_\_  
City Clerk

CITY OF EAST PALO ALTO

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

ATTEST:

By *Cherem Calce*  
City Clerk

CITY OF FOSTER CITY

By *Buck Wylomy*  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HALF MOON BAY

By Marino Ch. Luasi  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF MILLBRAE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF PACIFICA

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF REDWOOD CITY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN BRUNO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

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

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By   
Deputy City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

CITY OF SO. SAN FRANCISCO

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

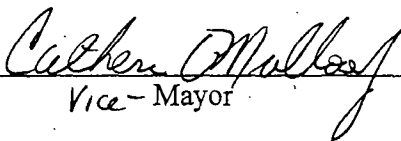
COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

CITY OF ATHERTON

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

CITY HILLSBOROUGH

By   
Vice-Mayor

CITY OF WOODSIDE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HALF MOON BAY

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

CITY OF MILLBRAE

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

CITY OF PACIFICA

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

CITY OF REDWOOD CITY

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

CITY OF SAN BRUNO

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

CITY OF SAN CARLOS

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HALF MOON BAY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF MILLBRAE

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

ATTEST:

By Kathy O'Connell  
City Clerk

CITY OF PACIFICA

X By Jim Hamill  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF REDWOOD CITY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN BRUNO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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



ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HALF MOON BAY

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF MILLBRAE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF PACIFICA

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

ATTEST:

By Patricia Howe  
City Clerk

CITY OF REDWOOD CITY

By Jeff Dan  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN BRUNO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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

ATTEST:

CITY OF HALF MOON BAY

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF MILLBRAE

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF PACIFICA

By \_\_\_\_\_  
City Clerk

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

ATTEST:

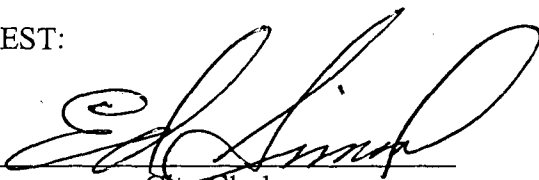
CITY OF REDWOOD CITY

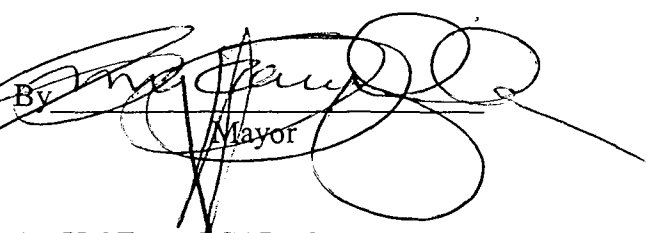
By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF SAN BRUNO

By   
City Clerk

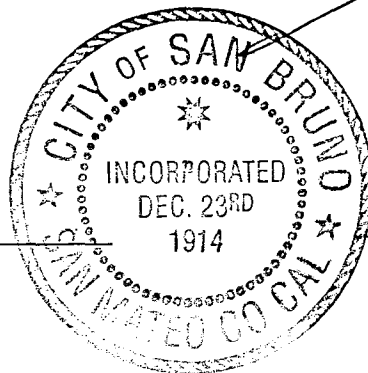
By   
Mayor

ATTEST:

CITY OF SAN CARLOS

By \_\_\_\_\_  
City Clerk

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



ATTEST:

CITY OF HALF MOON BAY

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF MILLBRAE

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF PACIFICA

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF REDWOOD CITY

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF SAN BRUNO

By \_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF SAN CARLOS

By Lynne Silmore  
Deputy City Clerk

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

ATTEST:

By *[Signature]*  
City Clerk

CITY OF SAN MATEO

By *[Signature]*  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

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

ATTEST:

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

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF ATHERTON

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY HILLSBOROUGH

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF WOODSIDE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

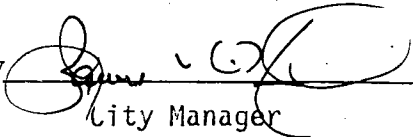
CITY OF SAN MATEO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

By  \_\_\_\_\_  
City Manager

ATTEST:

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

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of Board of Supervisors

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF ATHERTON

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY HILLSBOROUGH

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF WOODSIDE

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN CARLOS

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SAN MATEO

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF SO. SAN FRANCISCO

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

ATTEST:

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

COUNTY OF SAN MATEO

By *[Signature]*  
President of Board of Supervisors

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF ATHERTON

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

ATTEST:

By \_\_\_\_\_  
City Clerk

CITY OF HILLSBOROUGH

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