

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
SAN MATEO COUNTY COUNCIL OF ENGINEERS  
RE: SUCCESSOR MOU**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the San Mateo County Council of Engineers ("Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated March 2, 2013 – February 28, 2015.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by Union membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 2/9/15

Date: 2/9/15

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1. **Term of Agreement:** 4 years (March 1, 2015 – February 23, 2019)

2. **Section 5 - Salaries:**

*Employees shall receive the following cost of living adjustments:*

Effective March 1, 2015, the salary ranges for all classifications in the bargaining unit will increase by four percent (4%).

Effective February 28, 2016, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective February 26, 2017, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective February 25, 2018, the base monthly salary for represented classifications shall be increased by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of the 2016-2017 fiscal year average of the Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners.  
*Equity Adjustments:*

Effective March 1, 2015, the salary ranges for Associate Civil Engineer and Licensed Land Surveyor will increase by two percent (2%).

3. **Section 8.2 Overtime:** *Remove other Paid Time Off from hours worked when calculating Overtime eligibility except Regular Holidays (Vacation, Compensable Time Off, Accrued Holiday Time, etc)*

8.2 **Definition** - Except as otherwise provided by Charter, any authorized time worked in excess of the (forty) 40 hour weekly work schedule work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1 ½) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for employees covered by the Fair Labor Standards Act (FLSA). For the purpose of determining eligibility for overtime compensation, ~~any absence with pay, except paid sick leave, shall be considered as time worked.~~ effective the pay period following Board adoption of this agreement or the beginning of the first full pay period of the successor MOU (whichever is later), only County-recognized paid holidays shall be considered time worked. All other absences with pay shall not be considered time worked. The smallest increment of time that may be credited as overtime is six (6) minutes. Portions of ~~six~~ six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is proscribed for

See clean  
up doc also.  
WJ AAB

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employees covered by the FLSA.

In recognition and effective upon the change in overtime calculation as described above, the salary ranges for all classifications in the bargaining unit will increase by one-half percent (0.5%) effective the pay period following Board adoption of this agreement or the beginning of the first full pay period of the successor MOU (whichever is later).

**4. Section 18 – Health and Hospitalization:**

**18.2 Payment of Healthcare Premiums**

**(a) Regular Full Time Employees:**

The County and covered employees share in the cost of health care premiums. Effective April 1, 2011, the County will pay eighty-five percent (85%) of the total premium for the Kaiser HMO, and Blue Shield HMO Plans, or Kaiser High Deductible Health Plans (employees pay fifteen percent (15%) of the total premium), or the County will pay and seventy five percent (75%) of the total premium for the Blue Shield POS Plan (employees pay twenty-five percent (25%) of the total premium). ~~Covered employees will pay 15% of the total premium for the Kaiser and Blue Shield HMO Plans and 25% of the total premium for the Blue Shield POS Plan.~~

~~18.3 Permanent Part Time Employees For County employees occupying permanent part-time positions, the County will pay one half (1/2) of the above described premiums. For the purposes of this Section, a permanent part-time employee is one who is working less than full time and more than 40 hours per biweekly pay period. For County employees occupying permanent part-time positions who work more than 60 hours in a biweekly pay period, the County will pay three-fourths (3/4) of the hospital and medical care premiums described in accordance with subsection 18.1.~~

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (½) of the hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay 85% of the Kaiser High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above.

Upon request from the County, the parties will reopen Section 18 during the term of the agreement if necessary to address changes required under the ACA.

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Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.

NEW SECTION: 19.3 Benefits Committee

During the term of this MOU, the County and the Unions shall convene the Benefits Committee to investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, including FSA debit cards. The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

NEW: 19.4 Mid-Term Agreement Implementation

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

5. ~~Section 41.4~~ - Retirement COLA: *All employees to pay 50% share of cost of retirement COLA - Offset with salary increase*

**Retirement COLA**

Employees hired on or after August 7, 2011 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. COLA costs are included in the Plan 7 statutory rate.

Effective July 3, 2016, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective July 5, 2015, employees will receive a one percent (1%) salary increase to offset the additional employee payment toward retirement COLA.

6. ~~Section 12.3~~ - Layoff Procedures:

12.1 Notice of Layoff: Department heads will give at least ~~fourteen (14)~~ thirty (30) days advance written notice to employees to be laid off except in an emergency situation in which case the Human Resources Department Director may authorize a shorter period of time.

12.3 Procedures

- (1) Employees who are laid off shall have ~~any of the three following choice tos:~~

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- (a) ~~Taking~~ Take a voluntary demotion within the same department to a classification in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
- (b) On a ~~County-wide~~ departmental basis, displacing the employee in the same classification having the least seniority in County service. ~~For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~
- (c) ~~On a County-wide basis, taking a voluntary demotion to a classification in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~ (1)
- (2) A displaced employee may request the Director of Human Resources to place his/her name on the promotional eligible list or open eligible list for any classification for which, in the Human Resource Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 12.2.
- (3) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, an employee may, with the approval of the Human Resources Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and qualifications.
- (4) ~~At the sole discretion of the Human Resources Director, an employee may be allowed to transfer and displace a less senior employee in a position in which he/she had prior probationary or permanent status and which the Human Resources Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.~~
- (5) A transfer, for layoff purposes, is defined as a change from one position to another in the same classification or in another classification, the salary range of which is not more than one step higher.
- (6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the classification.

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- (7) In addition to all other options, employees in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

**SECTION 13. SEVERANCE**

**13.1 Application.**

In the event an employee's position is abolished and such employee is unable to displace another County employee as provided in Section 12 of this Memorandum of Understanding, such employee shall receive one week of pay for each full year (2080 hours) of regular service to the County, ~~up to a maximum of ten (10) weeks of pay;~~ and 50% of the cash value of his/her unused sick leave; provided, however, that such employee shall be eligible for pay only if the employee remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for displaced employees in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.

- 13.2 Severance pay as described above shall not be denied because a full time employee refuses to take a position that requires twenty-nine (29) hours or less work per week.

- 13.3 Health Benefits Following Layoff The County agrees to pay the County share of premium for ~~six (6) nine (9) months of medical coverage only for employees for an individual who are is~~ laid off. This coverage is contingent on the following conditions: *Km7* *Am*

- 1) The ~~employee individual~~ has not refused a County job offer.
- 2) The ~~employee individual~~ is unemployed
- 3) The ~~employee individual~~ continues to pay their share of the premium.
4. The coverage is for health insurance only, and does not cover dental or vision. Such coverage runs concurrently with COBRA and CalCOBRA.

**13.4 (NEW) Education Stipend**

If an employee is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars (\$4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union.

**7. Section 9.1 - Shift Differential:**

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9.1 Shift Differentials

**Shift Differential Pay:** Is defined as pay at a rate that is one step above the employee's base pay. Base pay for the purpose of calculating shift differential shall be the employee's base pay, including premium pay for being registered as a Civil Engineer or Land Surveyor. Employees are not eligible for shift differential when they are out on sick leave.

**Full-Time Employees:** Who are assigned to work a full day, a portion or all of which is between 6 p.m. and ~~7~~6 a.m. shall be paid at a shift differential rate for all hours worked between 6 p.m. and ~~7~~6 a.m. during such a shift, up to 40 hours per week.

**Full-Time Employees:** Who work between the hours of 5 p.m. and 8 a.m. which said time is calculated as overtime hours, shall not be paid shift differential pay for said hours.

**Full-Time Employees:** Shall not be paid shift differential pay if the hours of work have been adjusted at the request of or for the convenience of the employee (i.e. such as a four-ten (4/10), nine/eighty (9/80), or other variable time schedule).

*Eliminate grandfathering and other special agreements.*

**8. Section 18.6 – Additional Sick Leave Credit:**

**18.6 Additional Sick Leave Credit** Employees who retire during the term of this contract will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- With at least 10 but less than 15 years of service with the County of San Mateo – 96 hours
- With at least 15 but less than 20 years of service with the County of San Mateo – 192 hours
- With 20 or more years of service with the County of San Mateo – 288 hours

~~The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of the successor MOU between the parties, to discuss the concept of elimination of the Additional Sick Leave Credit described in Section 20.7 of the MOU, and establishing a County contribution to a Health Reimbursement Account.~~

- 9. Section 41.2 - Employer Pick Up:** Effective the first full pay period following Board adoption of a successor MOU, or the beginning of the first full pay period of the successor MOU (whichever is later), Eliminate employer payment of the employee's share of retirement cost (Employer Paid Member Cost - EPMC) described in Section 41.2, and replace with a five percent (5%) salary offset effective the same date.

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~~41.2 Effective August 7, 2011, the County will pick up 75% of employees' statutorily required retirement contributions. The employer pick-up of the employee's retirement contribution shall not apply to the additional contribution described in Section 41.3 below.~~

**10. NEW SECTION Deferred Compensation Plan – Automatic Enrollment for New Employees**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

**11. NEW SECTION Meet and Confer over Workday Implementation**

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system (Workday).

**12. Section 17.7 - Attendance in Court:**

**17.7 Absence Due to Required Attendance in Court**

Upon approval by the department head, an employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.



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(3) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

~~(3) Said absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not a party.~~

(4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milias Brown Act or the MOU between the parties.

**13. Exhibit B:**

*Exhibit B: Modify as follows:*

~~1. Associate Engineers serving as Survey Party Chiefs shall be paid a differential equivalent to one-half (1/2) step in addition to all other compensation.~~

~~2. Associate Engineers, Associate Civil Engineers and Assistant Engineers licensed by the State of California as Land Surveyors shall be paid the equivalent of one step in addition to all other compensation.~~

~~3.1.~~ Licensed Land Surveyors, Associate Engineers, Associate Civil Engineers and Assistant Engineers licensed by the State of California as Traffic Engineers, shall be paid the equivalent of one-half (1/2) step in addition to all other compensation. At the County's request, the County and Union will reopen this Section to meet and confer over changes.

2. At the discretion of the Department head, and on a case by case basis, Licensed Land Surveyors, Assistant Engineers, Associate Engineers, and Associate Civil Engineers assigned to perform work in the field shall receive reimbursement of up to \$175.00 for the purchase of approved safety shoes that meet Department guidelines, and will be required to wear said safety shoes while performing all fieldwork. the Department of Public Works will provide required footwear for employees Licensed Land Surveyors, Assistant Engineers, Associate Engineers, and Associate Civil Engineers assigned to perform work in the field. Within one hundred and twenty (120) days of the Board

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approval of the successor MOU, the Department will review the cost and replacement cycles of required footwear in accordance with OSHA standards, job classification requirements, and lifecycle. The Department will provide a copy of its findings to the Union.

- 4.3. ~~2.~~ 2. Rain Gear. The Public Works Department agrees to continue to provide rain gear for SMCCE employees to check out.
- 5.4. ~~3.~~ 3. Direct Deposit. The parties agreed to make Direct Deposit mandatory for all employees hired after October 30, 1999.
- 6.5. ~~4.~~ 4. The County agrees to invite SMCCE to participate in any Labor-Management Committees formed to discuss issues pertaining to medical and dental benefits.
- 7.

**14. Section 11 BILINGUAL PAY**

Section 11 BILINGUAL PAY:

A salary differential of ~~\$42.50~~fifty-five dollars (\$55.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be paid a biweekly salary differential of ~~\$55.00~~seventy dollars (\$70.00). Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. The Council shall be notified when such designations are made.

*Existing MOU Sections 11.1 – 11.7: No changes.*

**15. Section 35 TUITION REIMBURSEMENT**

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a 3-unit class, and \$325 for a class of less than 3 units.

Section 35 TUITION REIMBURSEMENT

The County will, under the terms of the tuition reimbursement section of the contract and within the tuition reimbursement program budget, reimburse an employee for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content

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of the course is closely related to the employee's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Director of Human Resources with concurrence of the County Manager. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. Tuition reimbursement will be provided for professional licensing exam review courses approved by the County. The employee must both begin and successfully complete the course while employed by the County.

The employee must submit an application on the prescribed form to his/her department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. In order to be reimbursed the employee's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course the employee must submit to the Human Resources Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The Human Resources Department shall, if it approves the request, forward it to the Controller for payment. Reimbursement will include the costs of tuition and related fees. ~~Effective July 1, 2007, the~~ County will reimburse up to ~~\$25.00~~fifty dollars (\$50.00) per course for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement Program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

**16. Sections 16.2 and 17.10. Bereavement Leave:**

17.10 Bereavement Leave

The County will provide up to two (2) days paid bereavement leave upon the death of an employee's parent, spouse, domestic partner, child or step-child, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

In addition, employees may utilize accrued sick leave pursuant to Section 16.2.

**16.2 AMEND AS FOLLOWS:**

Use of sick leave for this expanded definition is limited to a maximum of ~~three~~five (5) days if travel is required.

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17. April 2013 Side Letter;

~~June 24, 2011~~ March 1, 2015  
~~Krzystof Lisaj~~ John Schabowski  
SMCCE President

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of ~~September 5, 2010 through March 2, 2013~~ March 1, 2015 – February 23, 2019.

- ~~1. Alternate Work Schedule. The Public Works Department agrees to continue the availability of an alternate work schedule.~~
- ~~2. Rain Gear. The Public Works Department agrees to continue to provide rain gear for SMCCE employees to check out.~~
- ~~3. Direct Deposit. The parties agreed to make Direct Deposit mandatory for all employees hired after October 30, 1999.~~
- ~~4. The County agrees to invite SMCCE to participate in any Labor Management Committees formed to discuss issues pertaining to medical and dental benefits.~~
5. 1. Training Opportunities – The County has expanded the Management Development training course so that some slots are made available to employees in professional positions
- ~~6. A Flexible Spending (FSA) debit card with a value of \$200 will be issued to each employee who is employed as of January 1, 2011 as soon as administratively feasible after ratification of this agreement. An additional \$200 FSA card will be issued on January 1, 2012.~~
2. Cell Phones – The Department in the next fiscal year budget will propose the purchase of additional cell phones for unit employees to use at on site inspections.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

APPROVED AND ACCEPTED:

San Mateo County Council of Engineers

By: \_\_\_\_\_

Dated: \_\_\_\_\_

County of San Mateo

By: \_\_\_\_\_

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18. MOU Clean Up as attached

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