



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building Department



DATE: April 30, 2012
BOARD MEETING DATE: May 8, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Jim Eggemeyer, Community Development Director
SUBJECT: Third Amendment to Agreement with Environmental Science Associates (ESA)

RECOMMENDATION:

Adopt a Resolution authorizing the:

- (A) President of the Board to execute a Third Amendment to the Agreement with Environmental Science Associates for the provision of administrative and technical support to the San Francisco International Airport/Community Roundtable, modifying the scope of services, increasing the maximum amount payable thereunder by \$193,000 from \$180,000 to \$373,000, and modifying the term so that it coincides with the end of the fiscal year; and
- (B) Community Development Director or his/her designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

On July 17, 2009, the County contracted with ESA to provide technical and administrative support to the San Francisco International Airport/Community Roundtable ("ACRT") for FY 2009/2010. ESA was selected through a Request for Proposal (RFP) process, and out of the four responders who were interviewed by the Roundtable Coordinator Selection Subcommittee, ESA was selected as the most qualified firm to carry out the Scope of Work defined by the ACRT. On July 27, 2010, the Board amended the contract to increase the total amount payable to \$120,000 and extend the term to July 16, 2011. On July 11, 2011, the Board amended the contract to increase the total amount payable to \$180,000 and extend the term to July 15, 2012.

The contract with ESA and the amendments thereto provide for a scope of services to be provided by ESA that anticipates that the ACRT will have in place its own staff, consisting of a Coordinator/Program Manager and Administrative Assistant, in place and performing the tasks associated with those positions. Pursuant to long-standing understandings among the ACRT participants, the County provided that staffing and was reimbursed for those costs by the ACRT through a contract between the County and the City and County of San Francisco acting by and through its Airport Commission ("SFO").

DISCUSSION:

As a result of the retirement of the Roundtable Program Manager and the departure of the Administrative Assistant, ESA has been asked to fill those roles as well. With that change in the scope of services, the fees generated by ESA have exceeded the budgeted amounts and the funding provided to the County through its contract with SFO.

Due to the lack of funding, ESA effectively ceased performing services for the ACRT in mid-March, but has provided estimates as to the cost for services through the end of this fiscal year. SFO leadership has agreed in principle to provide the additional \$100,000 necessary to have ESA provide the required services through the end of this FY 2011-12. ESA has agreed to amend its contract with the County and to provide the required services to ACRT through June 30, 2012 pursuant to that amendment. Under the proposed amendment, the County would not be obligated to pay ESA any more than it receives from SFO.

The current contract has a termination date of July 15, 2012. In order to align the end of the current contract term with the end of the fiscal year, the proposed amendment effectively shortens the contract period by two weeks by establishing a new end date of June 30, 2012.

It is anticipated that for FY 2012-13 and beyond, ACRT, SFO and the County will work together to determine how best to acquire the required services and make the appropriate arrangements to see that those services are properly contracted and paid for at no separate expense to the County.

County Counsel has reviewed and approved the Amendment of the contract with ESA and the Resolution as to form.

The Amendment contributes to the 2025 Shared Vision outcome of a Livable Community by providing support to the activities of the Airport/Community Roundtable to address noise impacts in affected neighborhoods and communities from aircraft operations at San Francisco International Airport.

FISCAL IMPACT:

The Amendment increases the maximum amount payable pursuant to the Agreement by \$193,000, from \$180,000, for a total of \$373,000, which amount the County is being reimbursed by the Airport/Community Roundtable and SFO. There is no Net County Cost impact associated with the proposed Amendment.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: (A) PRESIDENT OF THE BOARD TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES FOR THE PROVISION OF ADMINISTRATIVE AND TECHNICAL SUPPORT TO THE SAN FRANCISCO INTERNATIONAL AIRPORT/COMMUNITY ROUNDTABLE, MODIFYING THE SCOPE OF SERVICES, INCREASING THE MAXIMUM AMOUNT PAYABLE THEREUNDER BY \$193,000, FROM \$180,000 TO \$373,000, AND MODIFYING THE TERM SO THAT IT COINCIDES WITH THE END OF THE FISCAL YEAR; AND (B) COMMUNITY DEVELOPMENT DIRECTOR OR HIS/HER DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on July 17, 2009, the County of San Mateo authorized an Agreement with Environmental Science Associates (#38000-10-C053) in the amount of \$60,000 for the term of July 17, 2009 to July 16, 2010 for the purpose of providing administrative and technical support to the San Francisco International Airport/Community Roundtable; and

WHEREAS, on July 12, 2010, the parties entered into a First Amendment (Resolution No. 70959) to the Agreement to increase the maximum amount payable thereunder by \$60,000, from \$60,000 to \$120,000, and to extend the term from July 16, 2010 to July 15, 2011; and

WHEREAS, on July 11, 2011, the parties entered into a Second Amendment to the Agreement to increase the maximum amount payable thereunder by another \$60,000, from \$120,000 to \$180,000, and to extend the term from July 16, 2011 to July 15, 2012 (the "Second Amendment"); and

WHEREAS, the parties now wish to further amend the Agreement to increase the scope of work, increase the maximum amount payable thereunder by \$193,000, from \$180,000 to \$373,000, and to revise Contract Term so that its termination coincides with the end of the fiscal year; and

WHEREAS, the Board has been presented with and has considered, as to both form and substance, this Third Amendment to the Agreement and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that;

- (A) The President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Third Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

(B) The Community Development Director or his/her designee be, and is hereby, authorized to execute amendments to the Agreement with Environmental Science Associates (#38000-10-C053) which amendments modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ENVIRONMENTAL SCIENCE ASSOCIATES

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 8th day of May, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Environmental Science Associates, hereinafter called "Contractor;

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement for the provision of administrative and technical support services for the San Francisco International Airport/ Community Roundtable (the "Roundtable") on July 17, 2009; and

WHEREAS, on July 12, 2010 the parties amended the Agreement to increase the maximum amount payable thereunder by \$60,000, from \$60,000 to \$120,000, and to extend the term from July 16, 2010 to July 15, 2011 (the "First Amendment"); and

WHEREAS, on July 11, 2011 the parties further amended the Agreement to increase the maximum amount payable thereunder by another \$60,000, from \$120,000 to \$180,000, and to extend the term from July 16, 2011 to July 15, 2012 (the "Second Amendment"); and

WHEREAS, the parties now wish to further amend the Agreement to increase the scope of work, increase the maximum amount payable thereunder by \$193,000, from \$180,000 to \$373,000, and to revise Contract Term so that its termination coincides with the end of the fiscal year.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 2 of the Agreement, Contract Term, is amended in its entirety to read as follows:
 2. Contract Term. The term of this Agreement shall be from July 17, 2009 through June 30, 2012, unless terminated earlier by the County.

2. Paragraph 3 of the Agreement, Payments, is amended in its entirety to read as follows:

3. Payments.

A. In consideration of the services provided by Contractor, in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "B", during the during the period July 17, 2009, through July 15, 2011, County shall make payment to Contractor as specified in Exhibit "A"

B. In consideration of the services provided by Contractor, in accordance with all terms, conditions and specifications set forth herein and in Exhibit C, during the during the period July 16, 2011, through June 30, 2012 ("Third Year Services"), County shall make payment to Contractor as specified in Exhibit "C". Provided, however, County's obligation to make payment to Contractor, and any payment to Contractor for Third Year Services in excess of \$153,000, is and shall be contingent upon and limited to the amounts received by County from the City and County of San Francisco acting by and through its Airport Commission ("City") in excess of the \$125,000 specified in section 5 of the unamended Agreement for Partial Reimbursement between the County and the City dated for convenience July 1, 2011, a copy of which is attached hereto as Exhibit D.

Contractor will not be compensated for any work or services provided after May 1, 2012, unless such work or services is first authorized in writing by the County or by the Chairman of the Roundtable.

C. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$253,000 for Third Year Services, or \$373,000 for the full term of this Agreement.

3. All other terms and conditions of the Agreement dated July 17, 2009 between the County and Contractor, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Environmental Science Associates

Contractor's Signature

Date: _____

Exhibit "C"
Agreement No. 38000-10-C053

**DEFINITION OF CONTRACTOR AND
SCOPE OF WORK FOR THE DESIGNATED SAN FRANCISCO INTERNATIONAL
AIRPORT/COMMUNITY ROUNDTABLE COORDINATOR**

I. Definition of Contractor and Designated Roundtable Coordinator

The Contractor for this Scope of Work is Environmental Science Associates (ESA), a nationwide environmental consulting firm. Steven Alverson, Director, ESA Airports Practice Group, based in Sacramento, California, shall serve as the designated Roundtable Coordinator. Mr. Alverson and other ESA staff, as needed, shall perform the Scope of Work described below.

II. Scope of Work

The following tasks describe the Scope of Work for the designated Roundtable Coordinator:

- A.** Provide technical/administrative support to the Roundtable, as the Roundtable Coordinator. These responsibilities include but are not limited to the following:
- 1.** Assist in agenda planning and coordination with San Francisco International Airport Staff, Roundtable Chairperson, the Roundtable Program Manager, and others as needed.
 - 2.** Prepare staff reports, memos, letters, emails, and other written material and graphics, related to Roundtable Work Program items and other relevant topics/issues, for all Roundtable Regular Meetings, Special Meetings, Workshops, and Subcommittee Meetings; follow-up, as needed, on requests for information about Roundtable activities.
 - 3.** Coordinate/assist with Roundtable administrative duties with part-time Roundtable Administrative Staff and Roundtable Program Manager; including preparation of Roundtable meeting packets and a Roundtable annual budget.
 - 4.** Attend up to: six Roundtable Regular Meetings, three Special Meetings, four Subcommittee Meetings, and one Workshop.
- B.** Represent the Roundtable in meetings and interactions with (1) CalTrans Division of Aeronautics Staff, (2) FAA Staff, (3) key staff at San Francisco International Airport, (4) elected officials, (5) the public, and (6) all other interested persons.

- C.** Develop and maintain an effective working relationship with (1) local elected officials, (2) FAA Staff, (3) CalTrans Division of Aeronautics Staff, (4) San Francisco International Airport Staff, (5) local city planning staff, and (6) others, regarding noise issues related to aircraft operations at San Francisco International Airport.
- D.** Coordinate Roundtable technical issues with FAA Staff, San Francisco International Airport Staff, CalTrans Division of Aeronautics Staff, the Roundtable Program Manager, and others, as necessary.
- E.** Complete additional relevant assignments/activities, as directed, including but not limited to (1) responding to the July 2011 Grand Jury report on Airport Noise, (2) planning and participating in the October 5, 2011 Brisbane Aircraft Noise Workshop, (3) organizing and maintaining the Roundtable's website and records, (4) drafting letters to the FAA concerning, and assisting with the analysis of, the PORTE THREE departure, and (5) fulfilling the duties of the part-time Roundtable Administrative Staff and Roundtable Program Manager following the completion of their employment with the County including: posting meeting notices; assembling, reproducing, and distributing Roundtable meeting agenda packets; and responding to written and telephone inquiries.

AGREEMENT BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND
COUNTY OF SAN MATEO FOR PARTIAL REIMBURSEMENT OF
AIRPORT/COMMUNITY ROUNDTABLE COSTS INCURRED BY COUNTY TO
ASSIST AIRPORT COMMISSION IN IDENTIFYING NOISE REDUCTION
MEASURES AND OTHER SERVICES

This Agreement, dated for convenience July 1, 2011, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission, hereinafter referred to as "Commission."

RECITALS

WHEREAS, the Parties to this Agreement believe that the residents of the County and the residents of the City have important interests in resolving any noise related problems created by the operation of aircraft at San Francisco International Airport ("SFO"); and

WHEREAS, in the interest of resolving any noise-related problems, City, County and communities located in County have formed the Airport/Community Roundtable ("Roundtable") as a centralized forum for addressing aircraft related noise issues; and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number 4108-10/11 on June 6, 2011; and

WHEREAS, the Commission and the City are members of the Roundtable; and

WHEREAS, County is the coordinating lead for the Roundtable and has used its resources to provide advisory and technical services to the Roundtable, including development of possible noise mitigation measures; and

WHEREAS, through the efforts of the Roundtable, improved methods of operation and other measures for preventing and alleviating noise due to aircraft operations at SFO have been and will continue to be presented to Commission; and

WHEREAS, the Roundtable provides consultation to the Commission regarding any findings, conclusions, recommendations, reports of activities, or other matters in connection with the performance of this Agreement; and

WHEREAS, the Roundtable is funded by its membership and each member of the Roundtable reimburses the County for the County's expenses for services rendered to the Roundtable, including but not limited to county staff support, consultant contracts, office supplies/equipment, mailing and photocopying costs; and

WHEREAS, the Commission's reimbursement to the County for its share of the County's costs have been determined to be \$125,000.00 for fiscal year 2011-2012;

NOW, THEREFORE, the Parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. County's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

A. Subject to Section 1, the term of this Agreement shall be from July 1, 2011 to June 30, 2012; provided, however, that this Agreement shall continue in effect only so long as: (1) at least five of the following Roundtable members – Brisbane, Burlingame, Daly City, Foster City, Hillsborough, Millbrae, Pacifica, San Bruno, South San Francisco – remain members of the Roundtable and remain signatories to the April 2005 Memorandum of Understanding (MOU) and (2) the County remains a member of the Roundtable and a signatory to the MOU. If any of these conditions is not fully met, the Agreement shall terminate upon written notice to the County by SFO and the County shall be paid only for those services performed pursuant to this Agreement prior to such notice, less the amount of any payment previously made.

B. City or County may, at the discretion of either, upon a 30-day written Notice of Intent to Terminate this Agreement, terminate this Agreement. After notice has been delivered, the party signing the Notice of Intent shall set a meeting with the Airport Director, the President of the Airport Commission, and the Chair of the Roundtable to discuss termination of this Agreement. Upon termination of this Agreement by either Party, County shall be paid for the services performed pursuant to this Agreement prior to

the date of receipt of Notice of Intent to Terminate this Agreement, less the amount of any payment previously made.

C. Notwithstanding the other termination provisions of this section, County shall be under no obligation to provide any services under this Agreement until such time as the City Controller has certified to the availability of funds, and City's assumption of risk that such services will not be provided is part of the consideration for this Agreement.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and County has been notified in writing.

4. Services Provided by County

County is retained as an independent contractor to use its professional skills and best efforts during the term of this Agreement to coordinate the efforts of the Roundtable and to provide professional services to the Roundtable, as hereinafter described.

A. County shall provide staffing to the Roundtable, consisting of the following:

- Transportation Systems Coordinator for San Mateo County – Roundtable Oversight, part-time position (not to exceed \$15,800 per year)
- Roundtable Administrative Assistant (not to exceed \$25,000 per year)

B. County shall enter into consulting contracts on behalf of the Roundtable, consisting of the following:

- Roundtable Coordinator
- As needed consultants

Consultants selected and furnished by the County shall have appropriate experience, education and training.

County, through qualified consultant(s) shall perform the following services:

1. Study the source, extent and areas in which noise from aircraft operations is produced at SFO;
2. Evaluate any problems created in surrounding communities by aircraft noise;
3. Furnish information to the Roundtable, the Airport Commission and the Airport Director regarding improved methods of operation and

other measures for preventing and alleviating noise from aircraft operations at SFO;

4. Consult with Roundtable, Airport Commission, and/or Airport Director as requested regarding any findings, conclusions, recommendations, reports of activities or other matters;
5. Develop the Annual Work Plan for adoption by the Roundtable;
6. Assist the Roundtable in addressing any unresolved or any new issues relating to the compatibility of SFO to the surrounding communities; and
7. Perform such special studies and other work as directed by the Airport Commission or Airport Director or the Chairperson of the Roundtable.

C. County shall provide for the operating needs of the Roundtable, including postage, photocopying, office equipment/supplies, website support and maintenance, and other similar costs.

5. Compensation

A. The total payment to County under this Agreement for the City's share of operating costs related to the Roundtable and for services provided by the County shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for fiscal year 2011-2012. This payment constitutes City's entire obligation and contribution for its participation in the Roundtable and for reimbursement to the County for services.

B. Payment for services under this Agreement for each fiscal year shall be made by City in two equal payments not-to-exceed \$62,500 each on July 1 and January 1 upon receipt of statements from County. Statements shall be submitted to:

San Francisco International Airport
Aircraft Noise Abatement Office
P.O. Box 8097
San Francisco, CA 94128
Attn: Bert Ganoung

6. Guaranteed Maximum Costs

A. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

B. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to

reimburse the County for goods or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

C. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

D. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. General Conditions

A. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

B. City designates the Airport Director, or his authorized representative and the Chairperson of the Roundtable, for the direction of all services to be performed by County under this Agreement.

C. The representative of Commission and the representative of the Controller of the City and County of San Francisco shall have the right to examine and inspect the books and any other records of County with respect to the services performed by County under this Agreement.

D. Any provision or portion of this Agreement determined by a court of competent jurisdiction to be unlawful under any applicable law shall be ineffective without affecting any other provision of the Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

E. County may subcontract for the services contemplated by this Agreement.

8. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals, and all other records of communications between the City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public by the City upon request.

9. Tropical Hardwood and Virgin Redwood Ban

Pursuant to San Francisco Administrative Code § 121.5(b), the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10. Resource Conservation

County will use recycled paper or paper products to the maximum extent possible and, when appropriate, print documents using double-sided pages.

11. Cooperative Drafting

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

12. Notification

All notices required to be given shall be sent by U.S. Mail as follows:

A. City

San Francisco International Airport
Noise Abatement Office
P.O. Box 8097
San Francisco, CA 94128
Attn: Bert Ganoung

Telephone: (650) 821-5100
Fax: (650) 821-5112

B. County

Planning and Building Division
County of San Mateo
455 County Center, Second Floor
Redwood City, CA 94063
Attn: Virginia Diehl
Steve Monowitz

Telephone: (650) 363-4417
Fax: (650) 363-4849

13. Headings

The headings given in this Agreement are for labeling purposes only and shall not be considered in the interpretation of the Agreement.

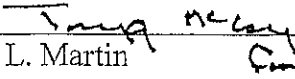
14. Entirety of Agreement

This Agreement constitutes the entire agreement between the City and the County. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

AIRPORT COMMISSION
City and County of San Francisco

COUNTY OF SAN MATEO



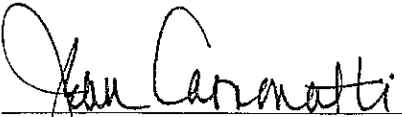
John L. Martin
Airport Director




President, Board of Supervisors

ATTEST:

ATTEST:



Jean Caramatti
Airport Commission Secretary



Clerk of the Board of Supervisors

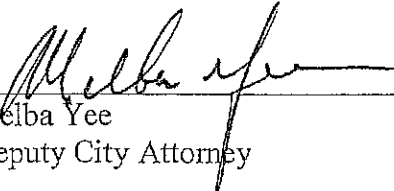
Resolution No: 11-0104
Adopted: April 5, 2011

APPROVED AS TO FORM:

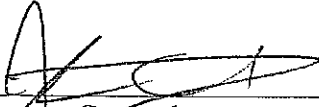
APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

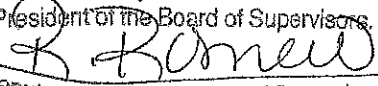
John Beiers, County Counsel



Melba Yee
Deputy City Attorney



County Counsel

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in
the Office of the Clerk of the Board of Supervisors of
San Mateo County has been delivered to the
President of the Board of Supervisors.


Deputy Clerk of the Board of Supervisors