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## AGENDA

### Joint Ad Hoc Committee On 101 Express Lanes Project

### SAN MATEO COUNTY TRANSPORTATION AUTHORITY & CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

Gallagher Conference Room, 3<sup>rd</sup> Floor  
1250 San Carlos Avenue, San Carlos, CA 94070

Conference call location: 867 Edgewood Road, Redwood City, CA

**April 5, 2019 – Friday**

**8:30 am**

1. Call to Order
2. Approval of Minutes from the March 22, 2019 Joint Ad Hoc Committee Meeting
3. Approval of Staffing Model for the San Mateo 101 Express Lanes Joint Powers Agency and the Updated Joint Exercise of Powers Agreement to Include the Staffing Model Recommendation
4. Public Comment
5. Adjourn

#### Committee Members:

C/CAG: Alicia Aguirre, Diane Papan, Doug Kim  
TA: Don Horsley, Emily Beach, Maureen Freschet

## **INFORMATION FOR THE PUBLIC**

If you have questions on the agenda, please contact:

- San Mateo County Transportation Authority Secretary at 650-508-6279
- C/CAG Clerk of the Board at 650-599-1406

Assisted listening devices are available upon request.

Communications to the TA Board of Directors can be e-mailed to [board@smcta.com](mailto:board@smcta.com). Communications to the C/CAG Board of Directors can be e-mailed to [mguilles@smcgov.org](mailto:mguilles@smcgov.org).

### **Public Noticing:**

This agenda and all notices of regular and special Authority Board meetings, and of regular and special C/CAG Board and standing committee meetings are posted at the San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA, and on the Authority's website at <http://www.smcta.com> and on C/CAG's website at <http://www.ccag.ca.gov>, respectively.

### **Location, Date and Time of Regular Meetings**

This meeting will be held at the San Mateo County Transit District Administrative Building located at 1250 San Carlos Ave., San Carlos, which is located one block west of the San Carlos Caltrain Station on El Camino Real. The building is also accessible by SamTrans bus routes ECR, FLX, 260, 295 and 398. Additional transit information can be obtained by calling 1-800-660-4287 (TTY 650-508-6448) or 511.

### **Public Comment**

If you wish to address the Boards, please fill out a speaker's card located on the agenda table. If you have anything that you wish distributed to the Board and included for the official record, please hand it to the Authority Secretary or C/CAG Clerk of the Board, who will distribute the information to the Boards' members and staff.

Public testimony by each individual speaker shall be limited to two minute and items raised that require a response will be deferred for staff reply.

### **Accessibility for Individuals with Disabilities**

Upon request, the TA and C/CAG will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please submit a request, including your name, mailing address, phone number and brief description of the requested materials and a preferred alternative format or auxiliary aid or service at least two days before the meeting. Requests should be made:

- by mail to the Authority Secretary at the San Mateo County Transportation Authority, 1250 San Carlos Avenue, San Carlos, CA 94070-1306; by email to [board@smcta.com](mailto:board@smcta.com); or by phone at 650-508-6279 or TTY 650-508-6448; or
- by phone to the C/CAG Administrative Assistant at 650-599-1406.

### **Availability of Public Records**

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body less than 72 hours prior to the meeting will be available for public inspection at the same time that the records are distributed or made available to the legislative bodies. Such materials will be available at:

- the Authority's office at 1250 San Carlos Avenue, San Carlos, CA 94070-1306;
- C/CAG's office at 555 County Center, 5th Floor, Redwood City, CA 94063; and
- <http://www.ccag.ca.gov>

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AD HOC COMMITTEE FOR 101 MANAGED LANES PROJECT  
MINUTES OF MARCH 22, 2019 MEETING**

<b>MEMBERS PRESENT:</b>	Transportation Authority Board (TA): Don Horsley, Emily Beach, Maureen Freschet  City/County Association of Governments of San Mateo County (C/CAG) Board: Alicia Aguirre, Diane Papan, Doug Kim
<b>MEMBERS ABSENT</b>	TA: None C/CAG: None
<b>STAFF PRESENT:</b>	TA: Jim Hartnett, April Chan, Derek Hansel, Carter Mau, Joan Cassman (Legal Counsel), Shayna van Hoften (Legal Counsel)  C/CAG: Sandy Wong, Mima Guilles, Jean Higaki, Maggie Tides (Legal Counsel)
<b>PUBLIC MEMBERS</b>	Maryann Moise Derwin, Marie Chuang, Jim Bourgart, Drew, Zackary Clark

**CALL TO ORDER**

The joint TA and C/CAG Ad Hoc Committee meeting was called to order 10:30 am in room 402 at 455 County Center, Redwood City. C/CAG Director Aguirre and TA Director Don Horsley co-chaired the meeting. Co-Chair Aguirre led the Pledge of Allegiance.

**APPROVAL OF MINUTES FROM THE MARCH 1, 2019 JOINT AD HOC COMMITTEE MEETING**

Motion/Second: Papan/Horsley  
Ayes: Aguirre, Kim, Papan, Beach, Horsley, Freschet  
Noes: None  
Absent: None

**CONTINUED DISCUSSION AND POTENTIAL ACTION ON THE STAFF MODEL FOR THE EXPRESS LANES JPA AND RELATED JOINT POWERS AGREEMENT BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**

Sandy Wong, Executive Director of C/CAG, introduced the revised Draft JPA Agreement as included in the meeting packet. The Draft Agreement has been revised upon collaboration by both TA and C/CAG legal counsels. All changes requested by the Committee at the March 1, 2019 meeting have been made. In addition, legal counsels had incorporated the following two changes in the Draft: A) Section 4.7 –

Joan Cassman, TA Legal Counsel, explained it clarifies the Auditor/Controller and Treasurer obligations and authority for the purposes of the Official's Bond. Such recommended change does not speak to the actual appointments to fill the positions. B) Section 3.3(b) and (c) – Sandy Wong, Executive Director of C/CAG, explained the recommended change is to be consistent with the C/CAG Bylaws and JPA Special Voting Procedure, which describes a supermajority must have the approval by a majority of the members representing a majority of the population of the County. TA staff stated they agree with the changes.

Co-Chair Horsley called for motion to recommend Board approval of the revised Draft Joint Exercise of Powers Agreement For The San Mateo County Express Lanes.

Motion/Second: Horsley/Freschet

Ayes: Aguirre, Kim, Papan, Beach, Horsley, Freschet

Noes: None

Absent: None

Co-Chair Aguirre mentioned since the start time for this meeting has been pushed back half an hour (due to a joint CASA Workshop in the same morning), she has a prior commitment and must leave by 11:30 am.

Discussion then turned to the potential models for staffing of the Express Lanes JPA.

#### Models 1 and 2

April Chan, Chief Officer, Planning, Grants and Transportation Authority, presented two staffing models being proposed by TA staff. She mentioned that staff from the two agencies struggled a bit on coming up with joint recommendations. It is understood that the agencies' equal representation will be reflected at the JPA Board level. And an Executive Council is recommended to include the TA and C/CAG Executive Directors or their designees.

Ms. Chan provided handouts depicting TA staff's proposed staffing models: Models 1 and 2. In Model 1, there would be the Executive Council, and all staff would come from the San Mateo County Transit District (SamTrans). As mentioned in the past, SamTrans has been providing over 30 years of staffing support to the TA and Caltrain. It would be a turnkey operation. She said it is unclear if an Executive Director is needed for the JPA. She said that the needed staff for engineering, finance, and policy development, consistent with the staffing requirements shown in the PowerPoint at the November 2018 Joint Workshop relating to the VTA model, can be provided by the District.

Ms. Chan continued to describe Model 2, which adds a "Quarterback" as mentioned at the last Joint Ad Hoc Committee meeting. The Quarterback would focus on policy work, reflecting one of the major reasons for San Mateo County wanting to maintain ownership of the Express Lanes: to control policy, including policies on toll discounts and

revenue expenditure. The Quarterback would provide independent recommendations to Executive Council. All other staff such as finance, communication, and board support would be provided by SamTrans. She further recommended the Quarterback be a consultant instead of an employee so that there will not be a need for benefits such as CalPERS. The need for the Quarterback can be reviewed when the JPA Agreement is up for review.

Legal counsel support would be provided by County Counsel in both Models 1 and 2.

#### Models A and B

Sandy Wong, Executive Director of C/CAG, provided a handout on "JPA Staff Scope of Work" outlining some of the near- and long-term tasks expected of the JPA staff. The scope of work is to provide Ad Hoc Committee members a sense of what is being expected of JPA staff. One of the near-term tasks is to prepare a draft funding agreement between the new JPA and TA for any agreed-upon loans from TA to the Project. Other near-term on-going tasks, such as completing the CTC application to obtain express lanes authority approval, can/should be continued by current TA and C/CAG staff.

Ms. Wong provided handouts on C/CAG staff's proposed staffing models: Models A and B. She explained Model A is an alternative to Model 1 above. Model A would include a new Executive Director (ED) who would report directly to the new JPA Board. The ED would receive advice and consultation from the Executive Council consisting of the TA and C/CAG Executive Directors or their designees. Working level staff can be provided by C/CAG, including finance and accounting. Presently, San Carlos provides finance/accounting services to C/CAG as well as to other JPAs in San Mateo County. San Carlos could expand its capacity to provide service to the Express Lanes JPA. In the future, the JPA could evaluate its needs for other independent staff. Ms. Wong also explained Model B, which varies from Model A in that staffing to support the ED would be shared between TA and C/CAG.

Ms. Wong stated C/CAG is proficient in balancing the needs of 21 jurisdictions in San Mateo County. C/CAG staff is proficient in managing freeway related projects. She and other C/CAG Transportation Program Directors each has more than a decade of prior experience in freeway/highway planning, design, and improvements.

Member Horsley noted that the TA anticipates loaning the originally-planned \$50 million for construction as well as \$37.5 million requested by MTC. He asked what would it take to manage BAIFA, and what the advantages are of each agency providing support service. Ms. Wong stated that it would not require engineers to work out the initial contract with BAIFA.

Mr. Hartnett stated that there is already an integrated project delivery team in place with TA and C/CAG staff. But, Mr. Hartnett stated the TA will bear the biggest financial/budgetary risk and that it will take a long time for the corridor to generate

revenues. Until such time there is financial stability, the TA should provide the financial staff support, but TA staff hears that the committee wants independent advice and a direct reporting relationship for other day-to-day responsibilities aside from construction, so he said that the JPA could bring on an independent policy manager and County Counsel can provide legal advice. He believes the cost for an executive director would be substantially more than a policy manager.

Mr. Hartnett asked Ms. Wong if C/CAG has the financial wherewithal to share the cost of an Executive Director to the tune of \$300,000 annually. Ms. Wong replied yes, subject to Board approval.

Member Horsley asked if there would be added cost for SamTrans to provide staffing. Mr. Hartnett and Mr. Derek Hansel, Chief Financial Officer of SamTrans, responded there will not be added new finance staff. However, efforts of current SamTrans staff performing work for the Express Lanes JPA will be billed to the JPA.

Member Beach thanked both staff and both legal counsels for working hard and bringing two options to the table. She asked staff if, based on the cost of living in San Mateo County, paying a full-time professional employee would be more expensive than paying for a contracted person. Ms. Wong replied that staff has not prepared cost estimates for staffing with employee versus contractor resources. Joint Ad Hoc Committee members generally agreed that such information would be helpful.

Member Kim recognized it unlikely the Joint Ad Hoc Committee will come to a final decision at this meeting, given the range of options on the table. He suggested it would be best to take a little more time for staff to go back and further deliberate to close the gap.

Member Horsley was under the impression that C/CAG does not have any employees, and asked Ms. Wong why she believes C/CAG is best to provide staffing to the JPA. Ms. Wong responded that there are 8 to 9 full-time professional staff dedicated to support C/CAG. She continued to state that in response to Member Horsley's earlier question of which agency will be best to deliver the project on time, all of us [current C/CAG and TA staff] are committed to deliver the project on-time. Aside from the project delivery side, the JPA is being set up for ownership and management of express lanes operation. As agreements with BAIFA are being negotiated and other groundwork is being laid out for future policy decisions, having a staff person on-board early would provide continuity.

Member Papan stated that she understands there is great desire to achieve 50/50 at the board level. She would like to see that trickle down to the staff level. She likes the idea of splitting up the work between the two agencies. She appreciates TA wants to do the finance and accounting. With the arrangement of work being distributed to different agencies, she stated that the JPA needs someone to orchestrate the different pieces of work. Hence, it makes sense to have an ED overseeing the pieces of work.

Member Aguirre reiterated member Beach's appreciation for staff working together and stated that she had asked staff to bring forward models that are not as conflicting/dividing. She remarked that the staffing established at the outset would not need to be in place permanently and asked about when the initial work will be done and for what duration an independent staff person would be needed. In other words, she asked if the need for such a person would go away after the project gets to a certain point.

Member Freschet stated in her view, TA Model 2 and C/CAG Model B are close. She would like to receive more information about the role of a "Quarterback" before making a decision. In the near term, she believes having a consultant at the early stage may make more sense. In two years, if it's determined that there is enough work for an employee, then it makes sense to make that decision then.

Member Papan asked staff to look at taking model 2 and dividing up the work in the bottom box. She is not as concerned with the cost differential between an ED versus a policy manager.

Member Horsley stated that the "Quarterback" should not oversee the project and, instead, should be a policy-only role. He stated that the situation will never be really equal since TA has to front \$87 million, it gives the TA more responsibility to the taxpayers.

Mr. Hartnett stated that if it was easy to come up with a joint recommendation, it would have been done by now. He is not 100% confident that can be achieved by the next meeting.

Ms. Wong stated she has been challenged with complying with the Committee's directions of achieving equality between TA and C/CAG when the TA should have more control because it is fronting money.

Committee members requested staff to continue deliberation with the goal to achieve consensus and present a joint proposal.

The Committee decided to schedule the next meeting for April 5, 2019 at 8:30 AM.

#### **Public Comment**

None.

#### **ADJOURN**

The meeting adjourned at 11:45 am.

## C/CAG AGENDA REPORT

Date: April 5, 2019

To: Joint Ad Hoc Committee

From: Sandy Wong, Executive Director

Subject: Approval of Staffing Model for the San Mateo 101 Express Lanes Joint Powers Agency and the Updated Joint Exercise of Powers Agreement to Include the Staff Model Recommendation

(For further information, contact Sandy Wong at 650-599-1409)

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### RECOMMENDATION

It is recommended the Joint Ad Hoc Committee recommend to the Boards of Directors of the San Mateo County Transportation Authority (TA) and the City/County Association of Governments (C/CAG) the following:

1. The staffing model for the Express Lanes Joint Powers Agency (JPA), as provided in Attachment 1, which is recommended jointly by the staffs of the TA and C/CAG; and
2. The revised Joint Exercise of Powers Agreement (JEPA) in Attachment 2, which reflects the staffing model recommendations and other minor revisions.

### BACKGROUND

The TA and C/CAG Boards need to approve a JEPA to create the Express Lanes JPA to own, manage, contract for operation of, and collect toll revenues of express lanes in San Mateo County. The JEPA outlines, among other things, the organization, governance, functions, powers, and staffing model of the JPA. In order to stay on track for the Express Lanes JPA to submit a timely application to the California Transportation Commission (CTC) to be the tolling authority for the San Mateo 101 Express Lanes, it is recommended that the Joint Ad Hoc Committee recommend a proposed JEPA that addresses these issues, so the C/CAG and TA Boards can take action at their respective April or May 2019 meetings.

At the March 22, 2019 meeting, the Joint Ad Hoc Committee approved an updated JEPA with certain revisions; however, the updated JEPA did not outline how the JPA would be staffed. TA and C/CAG staff together presented four different staffing options at the meeting. The Joint Ad Hoc Committee requested staff to discuss and return to the April 5, 2019 meeting with a joint staff recommendation, and to work on a model that would be acceptable to the two agencies.



Staff from the two agencies have since met and reached consensus on the staffing model that is provided in Attachment 1, which is further discussed below. Staff also recommend the JPA Board revisit this staffing plan, as outlined below, from time to time, but no later than two years from now or April 2021.

#### Executive Council and Independent Policy/Program Manager reporting to JPA

- The JPA will have an Executive Council that consists of the Executive Directors of the TA and C/CAG. Each Executive Director may have one designee who will have full authority to act on behalf of the appointing Executive Director. The Executive Council may make recommendations to the JPA Board directly, and/or coordinate with the Policy/Program Manager on joint recommendations to the JPA Board.

The Executive Council will also be responsible for negotiation on a number of agreements with agencies to support the operations of the US101 Express Lanes, including but not limited to the following: Bay Area Infrastructure Financing Authority (BAIFA) to provide overall operation of the express lanes; Bay Area Toll Authority (BATA) to provide Fastrak® services; Caltrans for road maintenance; and California Highway Patrol (CHP) for enforcement. As soon as the Policy/Program Manager is on board, he/she will participate in such negotiations and contract preparation.

- The JPA is to retain an independent Policy/Program Manager via contract. The Policy/Program Manager will report directly to the JPA Board, and will coordinate with the Executive Council as necessary. Primary duties of the Policy/Program Manager will include the following:
  - a. Seek input from the Executive Council and others, develop, and make recommendations to the JPA Board on policies including but not limited to tolling principles, toll ordinance, toll discounts, equity, and net revenue expenditure priorities.
  - b. Collaborate with BAIFA and make recommendations on toll system, and toll equipment maintenance and upgrades.
  - c. Collaborate with Executive Council and all TA and C/CAG staff who provide services to the JPA on recommendations to the JPA Board, including but not limited to Toll Expenditure Plan and the JPA Budget.
  - d. Represent San Mateo County Express Lanes interest at regional and other express lanes forums, in collaboration with the Executive Council.
  - e. Implement and support the management of contracts and agreements for the JPA in collaboration with the Executive Council.
  - f. Provide support to the JPA as necessary, and as assigned by the JPA Board.

#### Staff support to the JPA

1. The TA will be the Fiscal Agent for the JPA. The San Mateo County Transit District (District), which provides staffing to the TA, will provide finance, auditing, accounting and treasury staff to support the JPA. In addition, the District will provide staffing in the areas of marketing and

communications. These staff report to the TA Executive Director on day-to-day operations. Work performed by these staff on matters relating to the JPA will be approved by the Executive Council. These staff are expected to coordinate with and support the work of the Policy/Program Manager.

2. C/CAG staff will provide contracts, procurement, and Board Clerk services to the JPA. C/CAG staff will procure, manage, and maintain JPA contracts and agreements. C/CAG staff will also prepare and distribute board meeting agenda and notices, maintain records, and filing of Form 700. These staff will report to the C/CAG Executive Director on day-to-day operations. Work performed by these staff on matters relating to the JPA will be approved by the Executive Council. These staff are expected to coordinate with and support the work of the Policy/Program Manager.
3. The JPA will contract with the San Mateo County Counsel's Office for legal support.

### Funding for the JPA

Since toll revenues will not be collected until the Express Lanes begin operations, it is anticipated that the start-up and on-going operating and maintenance costs of the JPA will be borrowed from the TA and/or C/CAG initially, with the expectation that the JPA will repay such funding advances with future toll revenues. For the TA, this is in addition to the \$50 Million the TA will need to advance for the capital construction costs of the San Mateo 101 Express Lanes that was included in the project funding plan.

Start-up and operating/maintenance costs will include the following:

- CTC application costs
- Policy/Program Manager Consultant Contract
- TA and C/CAG staff costs to support the JPA
- BAIFA/BATA deposit to cover their initial Operating & Maintenance costs

TA and C/CAG are currently working on an estimate of such costs, and will provide an update to the Joint Ad Hoc Committee (or the JPA) at a later date.

### **ATTACHMENT**

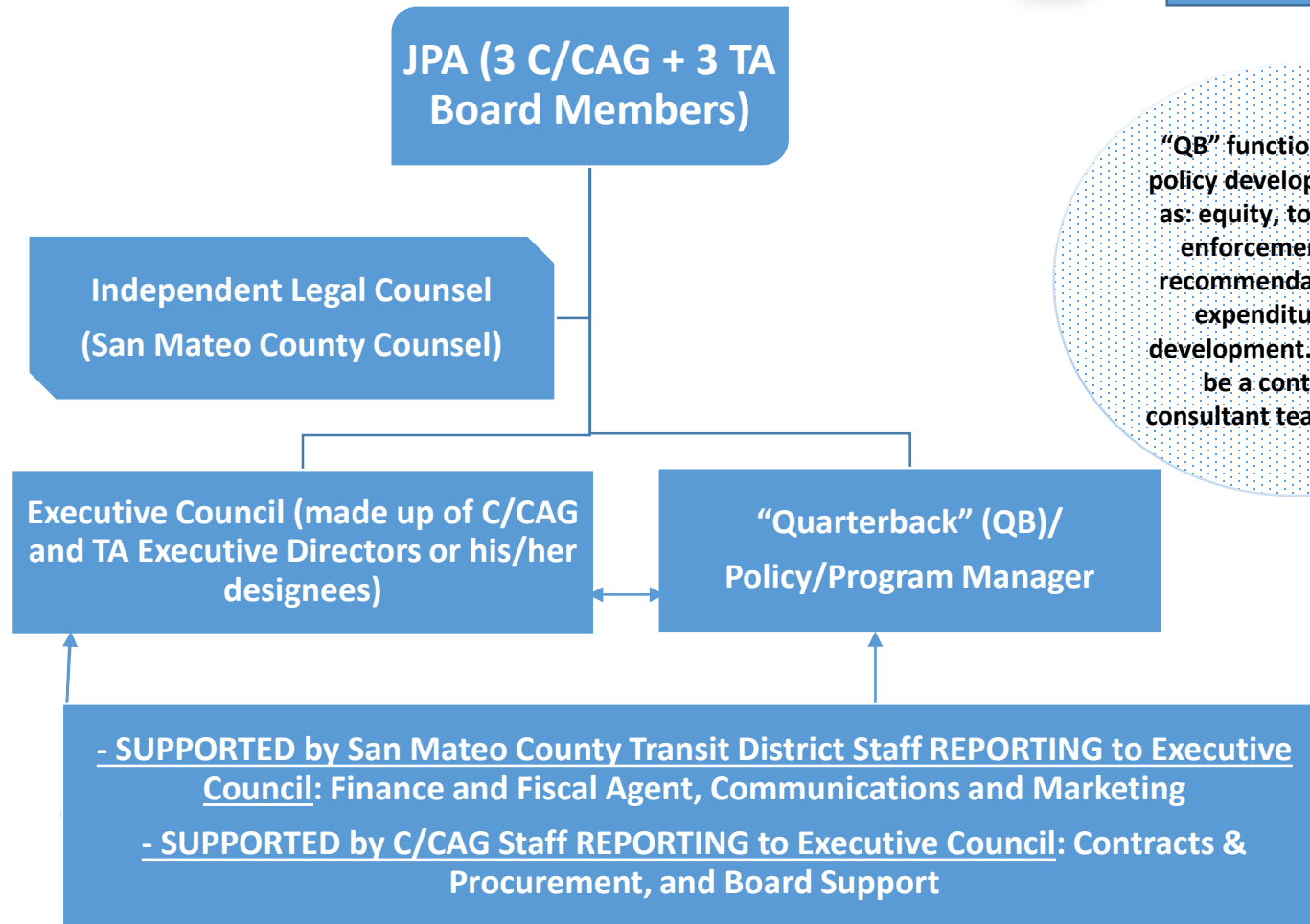
1. Staffing Model.
2. Joint Exercise of Powers Agreement (JEPA) for the San Mateo County Express Lanes (including its Attachment 1)

# SM 101 EXPRESS LANES PROJECT

## Joint Powers Agency



### Attachment 1



"QB" functions include policy development such as: equity, toll, and toll enforcement policy recommendations, and expenditure plan development. "QB" will be a contracted consultant team for now.

## Joint Powers Agency – TA and C/CAG Staff Support

### Fiscal Agent and Finance (TA)

- Budgeting and reporting
- Accounting, including accounts payable and accounts receivables
- Audits
- Treasury

### Contracts & Procurement (C/CAG)

- Procure consultant contracts
- Manage consultant work scope, cost and schedule
- Review and approve invoices and submit to TA for payments
- Maintain contracts between JPA and other entities

### Marketing and Communications (TA)

- Marketing use of the lanes
- Promoting the broader benefits of the lanes
- Media relations
- Website creation and maintenance
- Community relations (addressing community concerns about policies, operation of the lanes, etc)

### Board Support (C/CAG)

- Board support to the JPA, including scheduling meetings, noticing of meetings, and recording meeting proceedings
- Serve as the Board Clerk
- Manage public records request
- Ensure Form 700s are completed and filed

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE SAN MATEO COUNTY EXPRESS LANES**

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the San Mateo County Transportation Authority ("TA") and City/County Association of Governments of San Mateo County ("C/CAG"), each of which is a public entity duly organized and existing in the County of San Mateo under the constitution and laws of the State of California and individually or collectively called "Member" or "Members."

**WITNESSETH:**

WHEREAS, the Joint Exercise of Powers Act (California Government Code Section 6500 et seq., the "Act") authorizes the Members to enter into an agreement for the joint exercise of any power common to them and, by that agreement, create an entity that is separate from each of the Members; and

WHEREAS, the TA was formed by the voters of San Mateo County in 1988 with the passage of the original Measure A and extended by the voters of the San Mateo County in 2004 pursuant to California Public Utilities Code Section 131000, et seq.; and

WHEREAS, C/CAG is a joint powers agency formed in 1992 pursuant to the Act by the County of San Mateo and the 20 cities and towns located in the County of San Mateo to be the responsible agency in San Mateo County to prepare and adopt the congestion management program per California Government Code Section 65089 et seq., and which develops and implements countywide plans required under additional State laws, particularly concerning transportation, air quality, storm water runoff, hazardous waste, solid waste and recycling, and serves as the Congestion Management Agency for the County of San Mateo; and

WHEREAS, the TA and C/CAG are the co-sponsors of the US-101 Express Lanes Project ("Project"), which includes (i) the conversion of the existing High Occupancy Vehicle ("HOV") lanes into express lanes from the northern terminus of the Santa Clara County express lanes to the Whipple Road Interchange and (ii) the construction of new express lanes from Whipple Road to north of I-380 in San Mateo County. When completed, the Project will provide continuous express lanes in San Mateo County, in both the northbound and southbound directions of US-101; and

WHEREAS, by this Agreement, the Members desire to create a joint powers agency to apply to the California Transportation Commission to own, administer, and manage the operations of the Project; to share in the ownership, administration, and management of any potential future express lanes within San Mateo County ; to set forth the terms and conditions governing the management, operation, financing, and expenditure of revenues generated by express lanes in San Mateo County; and to exercise the powers

described herein and as provided by law (including but not limited to California Streets and Highways Code Section 149.7, as it now exists and may hereafter be amended).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Members hereto agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. For the purposes of this Agreement, the following words have the following meanings:

"Act" means the Joint Exercise of Powers Act of the State of California, California Government Code Section 6500 et seq., as they now exist or may hereafter be amended.

"Agreement" means this Joint Exercise of Powers Agreement.

"Bay Area Infrastructure Financing Authority" or "BAIFA" means the joint powers authority between the Metropolitan Transportation Commission and the Bay Area Toll Authority, which oversees the planning, financing, construction and operation of freeway express lanes and related transportation projects in the San Francisco Bay Area.

"Board of Directors" or "Board" means the governing body of the Express Lanes JPA.

"Indebtedness" means bonds, notes or other obligations of the Express Lanes JPA issued pursuant to any provision of law which may be used by the Express Lanes JPA for the authorization and issuance of debt, including bonds, notes, or other obligations.

~~"Interest and redemption expenses" means those sums of money required to be expended by the Express Lanes JPA from any Indebtedness for the payment of principal of and interest on Indebtedness (if any) issued pursuant to this Agreement.~~

"Bond Law" means Article 2 of the Act, as now or hereafter amended, or any other law hereafter legally available for use by the Express Lanes JPA in the authorization and issuance of bonds to finance needed public facilities or services.

"Caltrans" means the California State Department of Transportation, which owns the right-of-way and roadway on which the express lanes will operate.

"C/CAG" means the City/County Association of Governments of San Mateo County, a sponsor of the Project during Project initiation and co-sponsor of the Project during environmental, and design and build phases.

"Controller" means the Controller of the Express Lanes JPA designated pursuant to Section 4.87 of this Agreement.

"County" means the County of San Mateo, State of California.

"Expenditure Plan" means a policy document establishing the plan for use of express lane revenues to facilitate travel in the corridor where tolls are collected, as required by California Streets and Highways Code section 149.7, as it now exists and may hereafter be amended.

"Fiscal year" means the period from July 1st to and including the following June 30th, or such other period as the Board may specify by resolution.

"Gross Revenues" means all revenues received by the Express Lanes JPA for the operations of express lanes, including but not limited to tolls and interest on funds of the Express Lanes JPA.

"Joint Facilities" means all facilities, equipment, resources and property to be managed and operated by the Express Lanes JPA and, if and when acquired or constructed, any improvements and additions thereto and any additional facilities or property acquired or constructed by the Express Lanes JPA or either of the Members related to express lanes in the County.

"Express Lanes Joint Powers Authority" or "Express Lanes JPA" means the joint powers authority established by this Agreement as authorized by California Government Code Section 6503.5.

~~"Express Lanes Operations Contract" means a contract between the Express Lanes JPA and BAIFA for operating the high-occupancy toll lanes or other toll facilities, including the administration and operation of the value pricing program.~~

"Member" or "Members" means each party, individually or collectively, respectively, to this Agreement (e.g., the TA and C/CAG).

"Secretary" means the secretary of the Express Lanes JPA appointed pursuant to Section 4.76 of this Agreement.

"State" means the State of California.

"TA" means the San Mateo County Transportation Authority, a co-sponsor of the Project during Project environmental, and design and build phases.

"Treasurer" means the Treasurer of the Express Lanes JPA designated pursuant to Section 4.7 of this Agreement.

## ARTICLE II

### GENERAL PROVISIONS

#### Section 2.1. Express Lanes JPA.

(a) Pursuant to Section 6503.5 of the Act, the parties to this Agreement hereby recognize and confirm the continued existence of a public entity separate and independent from the Members, hereafter to be known as the “Express Lanes Joint Powers Authority” or “Express Lanes JPA,” pursuant to the terms and conditions set forth in this Agreement.

(b) Within thirty (30) days after the effective date of this Agreement, and after any amendment, the Express Lanes JPA must cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(c) Within thirty (30) days after the effective date of this Agreement, and after any amendment, the Express Lanes JPA must cause a copy of such Agreement or amendment to be filed with the State Controller pursuant to California Government Code Section 6503.6.

(d) Within ten (10) days after the effective date of this Agreement, the Express Lanes JPA must cause a statement of the information concerning the Express Lanes JPA, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State and with the County Clerk, amending and clarifying the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

Section 2.2. Purpose. The purpose of the Express Lanes JPA is to exercise the common powers of the Members to:

- (a) Own, manage, operate and maintain the Joint Facilities under authorities such as California Streets and Highways Code Section 149.7;
- (b) Collect toll and any other revenues generated by the Joint Facilities;
- (c) Implement the financing, acquisition, and construction of additions and improvements to the Joint Facilities;
- (d) Enter into and manage contracts, which may include but are not limited to the following:
  - i. the Express Lanes Operation Contract with BAIFA;
  - ii. a maintenance contract with Caltrans; and
  - iii. an enforcement contract with the California Highway Patrol;



- (c) Oversee BAIFA's operation of the facility;
- (d) Make policy decisions related to the express lane operations in the County, including but not limited to setting tolls to cover costs (operating and maintaining facility; administering system; covering BAIFA contract) and setting revenue generation targets;
- (e) Prepare and adopt the plan for expenditure of toll lane revenues within the corridor in which they are collected;
- (f) Implement or contract for implementation of such expenditure plan;
- (g) Create and implement an equity program associated with express lanes in the County, if desired; and
- (h) Issue and repay Indebtedness of the Express Lanes JPA

Each of the Members is authorized to exercise all such powers (except the power to issue and repay Indebtedness of the Express Lanes JPA) pursuant to its organic law, and the Express Lanes JPA is authorized to issue and provide for the repayment of Indebtedness pursuant to the provisions of the Bond Law or other applicable law.

Section 2.3. Term. The Effective Date of this Agreement is May 1, 2019. This Agreement will continue in effect until such time as all of the following have occurred: (i) all Indebtedness, if any, and the interest thereon issued by the Express Lanes JPA under the Bond Law, the Act or other applicable law have been paid in full or provision for such payment have been made, (ii) the Express Lanes JPA and the Members have paid all sums due and owing pursuant to this Agreement or pursuant to any contract executed pursuant to this Agreement, and (iii) dissolution has occurred pursuant to Section 3.3.

### **ARTICLE III**

#### **POWERS AND OBLIGATIONS OF EXPRESS LANES JPA**

Section 3.1. General Powers. The Express Lanes JPA will have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Express Lanes JPA, including, but not limited to, the powers to:

- (a) Seek, receive and administer funding from any available public or private source, including toll and any other revenues and grants or loans under any available federal, state, and local programs for assistance in achieving the purposes of the Express Lanes JPA;
- (b) Contract for the services of engineers, attorneys, planners, financial and other necessary consultants, and/or other public agencies;
- (c) Make and enter into any other contracts;

- (d) Employ agents or officers;
- (e) Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works, or improvements, including but not limited to the Joint Facilities;
- (f) Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, or sale;
- (g) Incur all authorized Indebtedness;
- (h) Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities; and
- (i) Sue and be sued in its own name; and
- (j) Seek the adoption or defeat of any federal, state, or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Express Lanes JPA; and
- (k) Adopt rules, regulations, policies, plans, programs, bylaws, and procedures governing the operation of the Express Lanes JPA and the Joint Facilities;
- (l) Invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Express Lanes JPA, as the Express Lanes JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to California Government Code Section 53601, as it now exists or may hereafter be amended;
- (m) Carry out and enforce all the provisions of this Agreement; and
- (n) Exercise all other powers not specifically mentioned herein, but common to the Members, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended.

Section 3.2. Specific Powers and Obligations.

- (a) Audit. The records and accounts of the Express Lanes JPA must be audited annually by an independent certified public accountant, and copies of such audit report must be filed with the State Controller and the County Auditor and will be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Express Lanes JPA. The Board of Directors may, by unanimous vote, replace the annual audit with an audit covering up to a two-year period.
- (b) Securities. The Express Lanes JPA may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether

heretofore or hereinafter enacted or amended, for issuance and sale of any Bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Express Lanes JPA, and may borrow from any source including, without limitation, the federal government, for these purposes.

(c) Liabilities. The debts, liabilities, and obligations, whether contractual or non-contractual, of the Express Lanes JPA will be the debts, liabilities, and obligations of the Express Lanes JPA alone, and not the debts, liabilities, or obligations of the Members or their member entities.

(d) Hold Harmless and Indemnification. To the fullest extent permitted by law, the Express Lanes JPA agrees to save, indemnify, defend, and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the Express Lanes JPA or its officers, or agents or the employees, officers, or agents of any Member while acting within the course and scope of an agency relationship with the Express Lanes JPA.

(e) Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Express Lanes JPA will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the TA.

(f) Review of Agreement. This Agreement will be reviewed every four (4) years by the Members, but its terms and conditions may be reviewed more frequently whenever the Members agree to do so. Upon the completion of every such review, the Express Lanes JPA will prepare a report regarding any recommended changes to the Agreement and transmit such report to each of the Members.

### Section 3.3. Dissolution of Express Lanes JPA.

(a) Notice. Either Member can express its intent to dissolve the Express Lanes JPA with at least 12 months' written notice.

(b) Intent. Such intent may be expressed by the TA only upon a two-thirds (2/3) vote of its Board of Directors. Such intent may be expressed by C/CAG only upon a vote by a majority of its Board of Directors and only when the members voting in favor of such action represent a majority of the population of the County.

(c) Agreement with Successor Entity. The Express Lanes JPA cannot be dissolved until a successor entity, qualified by State law then in-effect, has agreed to (i) assume ownership of the Express Lanes JPA's Joint Facilities and other assets, (ii) provide for the assumption or discharge of the Express Lanes JPA's Indebtedness and other liabilities, and (iii) carry out all duties associated with operation and maintenance of the express lanes and management of the expenditure of the Gross Revenues. Such agreement must be expressed in a contract between the successor entity, the Express

Lanes JPA, the TA and C/CAG, which may be executed only upon approval of (i) a two-thirds (2/3) vote of the TA Board of Directors, (ii) a majority vote of the C/CAG Board of Directors and only when the members voting in favor of such action represent a majority of the population of the County, and (iii) a super majority (five (5) votes) of the Express Lanes JPA Board of Directors.

## **ARTICLE IV**

### **ORGANIZATION, GOVERNANCE AND FUNCTIONS OF EXPRESS LANES JPA**

#### **Section 4.1. Governing Board.**

(a) The Board will govern the Express Lanes JPA in accordance with this Agreement and will have three (3) Board members per Member.

(b) Each Board member will serve for a term of two calendar years, although a Board member may be removed during his or her term or re-appointed for multiple terms at the pleasure of the appointing authority.

(c) All voting power of the Express Lanes JPA will reside in the Board.

(d) Each Board member will cease to be a member of the Board when such member ceases to hold office on the legislative body of the Member that appointed him or her. Vacancies will be filled by the respective appointing Member in the same manner as initial appointments.

(e) The composition of the Board and the Members' appointments to fill vacancies should reflect a balanced representation from the different regions of the County.

#### **Section 4.2. Compensation and Expense Reimbursement.**

(a) All Board members are entitled to a stipend for attending each Board meeting upon the enactment of a resolution of the Board to authorize such stipends.

(b) A Board member may waive the compensation to which he or she would otherwise be entitled under the preceding paragraph by notifying the Secretary in writing that he or she expressly and irrevocably waives any such compensation that he or she would otherwise be entitled to be paid in the future for services as a Board member. This written waiver must: (i) be voluntary; (ii) be irrevocable; (iii) expressly waive any and all future compensation to which the Board member may be entitled under this Section 4.2; (iv) acknowledge that, by waiving compensation, the Board member understands he or she is not entitled to any compensation he or she would otherwise be eligible to receive pursuant to this Section 4.2; (v) acknowledge that the amount of the waived compensation will be retained in the Express Lane JPA's general assets; and (vi) be dated and signed by the Board Member and filed with the Secretary before the compensation is paid. The Secretary must retain the original copy of a Board member compensation waiver in

accordance with a record retention policy established by the Board in full accordance with all applicable statutory requirements.

(c) Each Board member will be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Managed Lane JPA's business, pursuant to an expense reimbursement policy established by the Board in full accordance with all applicable statutory requirements.

#### Section 4.3. Conflicts of Interest.

(a) Political Reform Act. Board members will be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Express Lanes JPA must adopt a conflict-of-interest code in compliance with the Political Reform Act.

(b) Levine Act. Board members are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and therefore subject to the restrictions of such act on the acceptance, solicitation, or direction of contributions.

#### Section 4.4. Board Meetings

(a) Time and Place. The Board will meet quarterly, or more often as needed, at a [redacted], ~~or at such other~~ place designated by the Board ~~if with the location included in the notice is provided in the manner of notice of an adjourned each~~ meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The date, time and place of regular meetings of the Board will be designated on a meeting calendar adopted by the Board each year.

(b) Call and Conduct. All meetings of the Board will be called and conducted in accordance with the provisions of the Ralph M. Brown Act, other applicable law, and Rosenberg's Rules of Order.

(c) Quorum. Four (4) Board members will constitute the quorum of the Board required to conduct a meeting of the Board.

(d) Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the Express Lanes JPA consistent with this Agreement and other applicable law.

(e) Minutes. The Secretary will cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each meeting. Upon approval by the Board, such minutes will become a part of the official records of the Express Lanes JPA.

Section 4.5. Voting.

(a) All actions of the Board will require five (5) Board members to be present for voting.

(b) Except as set forth in paragraph (c), below, actions of the Board require the affirmative vote of at least four (4) Board members. Board members may not cast proxy or absentee votes. Each member will have an equal vote.

(c) Adoption or amendment of an Expenditure Plan, or approval of an agreement with a successor agency as a prerequisite for dissolution of the Express Lanes JPA under paragraph 3.3 (c), requires the affirmative vote of at least five (5) Board members.

Section 4.6. Officers.

(a) The Board will elect a Chair and Vice-Chair from among its members, and will appoint a Secretary who may, but need not, be a member of the Board. The Chair and Vice Chair will serve one-year terms and must be appointees of different Members. The Chair and Vice Chair positions must be held by appointees of alternating Members in alternating years (e.g., in Year 1, one of Member A's appointees will be the Chair and one of Member B's appointees will be the Vice Chair; the opposite will be true in Year 2). This rotation and the term of office may be altered as designated in rules or bylaws established by the Board. The officers will perform the duties normal to said offices as described below. If the Chair or Vice Chair ceases to be a member of the Board, the resulting vacancy will be filled at the next meeting of the Board held after each vacancy occurs.

(b) Chair. The Chair will preside over all meetings of the board and will sign all contracts on behalf of the Express Lanes JPA, except contracts that the Board may authorize an officer or agent, or employee of the Express Lanes JPA to sign. The Chair will perform such other duties as may be imposed by the Board in accordance with law and this Agreement.

(c) Vice-Chair. The Vice-Chair will act, sign contracts, and perform all of the Chair's duties in the absence of the Chair.

(d) Secretary. The Secretary must countersign contracts signed on behalf of the Express Lanes JPA, and will be the official custodian of all records of the Express Lanes JPA. The Secretary will attend to such filings as required by applicable law. The Secretary will perform such other duties as may be imposed by the Board.

Section 4.7. Fiscal Agent/Auditor/Controller and Treasurer. The TA is designated as the Fiscal Agent of the Express Lanes JPA. The San Mateo County Transit District (as managing agency of the TA) will serve \_\_\_\_\_ [is / are hereby respectively] designated as the Auditor/Controller and Treasurer of the Express Lanes JPA. The Treasurer will be the depositary and will have custody of all of the accounts, funds, and

money of the Express Lanes JPA from whatever source. The Auditor/Controller and the Treasurer will perform the duties and functions, assume the obligations and authority set forth in Sections 6505, 6505.5 and 6505.6 of the Act, and assure strict accountability of all funds and reporting of all receipts and disbursements of the Express Lanes JPA. The Board may appoint other persons possessing the qualifications set forth in Section 6505.5 of the Act to either or both of these offices with the approval of all Members. The Auditor Controller and Treasurer are designated as having charge of, handling or having access to funds or property of the Express Lanes JPA for purposes of the Official's Bond required under Section 6505.5 of the Act and Section 4.10 of this Agreement.

Section 4.8. C/CAG and the TA recognize the benefits that their respective organizations and staff support bring to the Express Lanes JPA. Both agencies will make their best efforts to provide staff resources to the Express Lanes JPA as may be required or requested by the Express Lanes JPA. Upon execution of this Agreement, staffing for the Express Lanes JPA will be provided in accordance with the model set forth in Attachment A to this Agreement. The Express Lanes JPA may amend Attachment A from time to time by resolution of the Board of Directors.

[[STAFFING—include reference to California Streets & Highways Code section 149.7 responsibilities, e.g., administrative cost 3% limitation]]

Section 4.9. Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Express Lanes JPA. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.

Section 4.10. Official's Bond. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Express Lanes JPA will be so designated and empowered by the Board. Each such officer or person will be required to file an official bond with the Express Lanes JPA in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond will be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein will be appropriate expenses of the Express Lanes JPA. If it is prudent to do so, the Express Lanes JPA may procure a blanket bond on behalf of all such officers and persons.

Section 4.11. Status of Officers. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and all other benefits that apply to the activity of officers or agents of the Express Lanes JPA when performing their respective functions within the territorial limits of a Member will apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers or agents appointed by the Board will be deemed to be employed by any of the Members or to be subject to any of the

requirements of such Members by reason of their appointment or employment by the Express Lanes JPA.

Section 4.12. Committees. The Board may create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committees by the Board. Qualified persons will be appointed to such committees by the Board and each such appointee will serve at the pleasure of the Board. All regular, adjourned, and special meetings of such committees will be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended, and all other applicable law.

## ARTICLE V

### OPERATIONS AND FACILITIES

~~Section 5.1. Principal Office. The principal office of the Express Lanes JPA will initially be [REDACTED]. The Express Lanes JPA may establish another principal office from time to time by resolution of the Board.~~

Section 5.12. Assumption of Responsibilities by the Express Lanes JPA. As soon as practicable after the date of this Agreement, the Members must appoint their representatives to the Board. At its first meeting, the Board will elect a Chair and Vice-Chair, and appoint a Secretary as prescribed in Article IV.

Section 5.23. Delegation of Powers; Transfer of Records, Accounts, Funds and Property. Each of the Members hereby delegates to the Express Lanes JPA the power and duty to maintain, operate, manage, and control the Joint Facilities, as they may be expanded from time to time, and revenues generated by express lanes in the County.

Section 5.34. Joint Facilities Costs, Reserves and Capital. Upon the organization of the Board, the Express Lanes JPA will assume financial responsibility for the improvement, alteration, maintenance, and operation of the Joint Facilities and will pay all contractual and administrative expenses of the Express Lanes JPA. Once revenues are generated by express lanes in the County, the Express Lanes JPA will establish reasonable reserves and undertake appropriate capital projects to maintain the Joint Facilities. The Members acknowledge that the Express Lanes JPA likely will be required to incur Indebtedness for contractual and administrative expenses before and after express lanes are operational.

## ARTICLE VI

### BUDGET AND OTHER FINANCIAL PROVISIONS

Section 6.1. Fiscal Year. The Express Lanes JPA Fiscal Year will begin each July 1 and end on the following June 30.



Section 6.2 Annual Budget. The Express Lanes JPA will adopt an annual budget for each fiscal year. Once the Express Lanes JPA's first annual budget is adopted, no expenditures may be made by or on behalf of the Express Lanes JPA unless authorized by a budget or budget amendment.

Section 6.4. Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget will be made in accordance with the rules, policies and procedures adopted by the Board.

Section 6.5. Disbursements. Warrants will be drawn upon the approval and written order of the Board, and the Board will requisition the payment of funds only upon approval of claims, disbursements, and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

Section 6.6. Accounts. All funds will be received, transferred, or disbursed by the Controller. The Treasurer will account for such funds in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures, and status of bank accounts and investments will be reported to the Board quarterly or as the Board may direct and, in any event, not less than annually, pursuant to procedures established by the Board.

## **ARTICLE VII**

### **MISCELLANEOUS**

Section 7.1. Amendments. This Agreement may be amended by a writing or writings executed by the Members approved by resolution of each Member's governing body.

Section 7.2. Notice. Any notice required to be given or delivered by any provision of this Agreement will be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Express Lanes JPA, and will be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 7.3. Good Faith Negotiations. The Members acknowledge that differences between them and among the Board members may arise from time to time and agree to make good faith efforts to resolve any such differences via good faith negotiations among the Members or Board members, as the case may be. If such negotiations do not resolve the dispute, and no Member gives a notice to dissolve the Express Lanes JPA as provided in this Agreement, then the Members may resolve disputes in any manner permitted by law or in equity.

Section 7.4. Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding will be entitled to an award of its actual and reasonable attorney's fees, costs, and expenses incurred in the proceeding.

Section 7.5. Successors. This Agreement will be binding upon and inure to the benefit of any successor of a Member.

Section 7.6. Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the written consent of the other Member, and any attempt to make such an assignment will be null and void for all purposes.

Section 7.7. Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together will constitute a single agreement, and each of which will be an original for all purposes.

Section 7.8. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement will not be affected thereby and to that end the parts, terms, and provisions of this Agreement are severable.

Section 7.9. Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 7.10. Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

## **Attachment A to the JPA Agreement**

### San Mateo County Express Lanes Joint Powers Authority

#### Initial Staffing Plan

- A. The San Mateo County Express Lanes Joint Powers Authority (JPA) will retain an independent Policy/Program Manager (Quarterback) via contract. That Manager will report directly to the JPA Board. He/she will also coordinate with the Executive Council as necessary. On a day-to-day basis, the Policy/Program Manager is expected to coordinate with any of the staff listed below under Sections (C) and (D) as necessary.
- B. The JPA will have an Executive Council that consists of the Executive Director of the TA and the Executive Director of C/CAG. Each Executive Director may have one designee who will have full authority to act on behalf of the appointing Executive Director. The Executive Council may make recommendations to the JPA Board directly, or coordinate with the Policy/Program Manager on joint recommendations to the JPA Board. The Executive Council will also be responsible for negotiation on a number of agreements with agencies to support the operations of the US101 Express Lanes, including but not limited to the following: Bay Area Infrastructure Financing Authority (BAIFA) to provide overall operation of the express lanes; Bay Area Toll Authority (BATA) to provide Fastrak® services; Caltrans for road maintenance; and California Highway Patrol (CHP) for enforcement. As soon as the Policy/Program Manager is on board, he/she will participate in such negotiations and contract preparation.
- C. The TA will be the Fiscal Agent for the JPA. The San Mateo County Transit District (District), which provides staffing to the TA, will provide finance, auditing, accounting and treasury staff to support the JPA. In addition, the District will provide staffing in the areas of marketing and communications. These staff will report to the TA Executive Director on day-to-day operations. Work performed by these staff on matters relating to the JPA will be approved by the Executive Council. These staff are expected to coordinate with the Policy/Program Manager.
- D. C/CAG staff will provide Contracts & Procurement as well as Board Clerk services to the JPA, including but not limited to Board meeting agenda and notices, records, and Form 700 filing. C/CAG staff will procure, manage, and maintain all JPA contracts and agreements. These staff will report to the C/CAG Executive Director on day-to-day operations. Work performed by these staff on matters relating to the JPA will be approved by the Executive Council. These staff are expected to coordinate with the Policy/Program Manager.
- E. The JPA will contract with the San Mateo County Counsel's Office for legal support.
- F. The JPA Board will revisit this staffing Plan, including all of the above provisions, the need of employees, and the effectiveness of the Executive Council, from time to time, but no later than two years from now or April 2021.

#### Main duties of the Policy/Program Manager:

- Seek input from the Executive Council and others, develop, and make recommendations to the JPA Board on policies including but not limited to tolling principles, toll ordinance, toll discounts, equity, and net revenue expenditure priorities.

- Collaborate with BAIFA and make recommendations on toll system, and toll equipment maintenance and upgrades.
- Represent San Mateo County Express Lanes interests at Regional and other express lanes forums, in collaboration with Executive Council.
- Collaborate with Executive Council and all TA and C/CAG staff who provide service to the JPA on recommendations to the JPA Board, including but not limited to Toll Expenditure Plan and the JPA Budget.
- Implement and support the management of contracts and agreements for the JPA in collaboration with the Executive Council
- Provide other support to the JPA Board as necessary.