

# C/CAG

## CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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### C/CAG BOARD MEETING NOTICE

Meeting No. 350

**Date:** Thursday, February 10, 2022

**Time:** 6:30 P.M.

On September 16, 2021, the Governor signed AB 361, which amended certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings remotely via telephonically or by other electronic means under specified circumstances. Thus, pursuant to Government Code section 54953(e), the C/CAG Board meeting will be conducted via remote conferencing. Members of the public may observe or participate in the meeting remotely via one of the options below.

**Join by Zoom:**

<https://us02web.zoom.us/j/81896361412?pwd=VXJKZU1keDVRUXdmVzRVZTRXbStXUT09>

**Meeting ID:** 818 9636 1412

**Password:** 021022

**Join by Phone:** (669) 900-6833

Persons who wish to address the C/CAG Board on an item to be considered at this meeting, or on items not on this agenda, are asked to submit written comments to [mcrume@smcgov.org](mailto:mcrume@smcgov.org). Spoken public comments will also be accepted during the meeting through Zoom. Please see instructions for written and spoken public comments at the end of this agenda.

1.0 CALL TO ORDER/ ROLL CALL

2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

*Note: Public comment is limited to two minutes per speaker. Please refer to the instructions at the end of this agenda for details regarding how to provide public comments during a videoconference meeting.*

#### 4.0 PRESENTATIONS/ ANNOUNCEMENTS

- 4.1 Update on the Construction of San Mateo 101 Express Lanes Project. p. 1

#### 5.0 ACTION TO SET AGENDA AND APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

- 5.1 Approval of the minutes of regular business meeting No. 349 dated January 13, 2022.  
ACTION p. 3
- 5.2 Review and approval of Resolution 22-05 finding that, as a result of the continuing COVID-19 pandemic state of emergency, meeting in person would present imminent risks to the health or safety of attendees, and that the state of emergency continues to directly impact the ability of members of the Board of Directors and C/CAG legislative bodies to meet safely in person. ACTION p. 9
- 5.3 Review and adopt Resolution 22-06 approving the population data to be used by C/CAG. ACTION p. 14
- 5.4 Review and accept the 2021 attendance report for the C/CAG Board and Committee meetings. ACTION p. 17
- 5.5 Review and approval of Resolution 22-07 authorizing the C/CAG Executive Director to execute the Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority (SMCTA) and C/CAG, and COOPERATIVE AGREEMENT between C/CAG, CALTRANS and SMCTA for the US 101/SR 92 Interchange Area Improvement Project. ACTION p. 28
- 5.6 Review and approval of Resolution 22-08 authorizing the C/CAG Executive Director to execute the Memorandum Of Understanding between the San Mateo County Transportation Authority (SMCTA) and C/CAG for the US 101 Managed Lane Project, North of I-380. ACTION p. 64
- 5.7 Review and approval of Resolution 22-09 authorizing the C/CAG Executive Director to execute Model Use Agreements between C/CAG and nine consulting firms for the use of the C/CAG San Mateo Countywide Travel Demand Model. ACTION p. 78
- 5.8 Review and approval of the appointments of John Goodwin, Councilmember of Colma and Debbie Ruddock, Mayor of Half Moon Bay, to fill two vacant elected member seats on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC). ACTION p. 82
- 5.9 Review and approval of the appointment of Deborah Penrose, Vice Mayor of Half Moon Bay and Commute.org Board Member, to fill the vacant seat representing agencies with transportation interests on the Congestion Management & Environmental Quality (CMEQ) Committee. ACTION p. 87

## 6.0 REGULAR AGENDA

- 6.1 Review legislative update and, if appropriate, recommend approval of C/CAG legislative policies, priorities, or positions. (A position may be taken on any legislation, including legislation not previously identified in the legislative update. Action is only necessary if recommending approval of a policy, priority, or position.)  
POSSIBLE ACTION p. 92
- 6.2 That the C/CAG Board review and approve an appointment to fill the vacant seat representing the business community on the Congestion Management & Environmental Quality (CMEQ) Committee.  
ACTION p. 97
- 6.3 Nominations for C/CAG Chair and Vice Chair for the March 2022 Election of Officers.  
ACTION p. 105

## 7.0 COMMITTEE REPORTS

- 7.1 Committee Reports (oral reports)
- 7.2 Chairperson's Report
- 7.3 Board Members Report/Communication

## 8.0 EXECUTIVE DIRECTOR'S REPORT

## 9.0 COMMUNICATIONS - Information Only

- 9.1 Event Press Release for Flows to Bay Rain Barrel Distribution on January 29, 2022.

p. 110

## 10.0 ADJOURNMENT

Next scheduled meeting March 10, 2022

**PUBLIC NOTICING:** All notices of C/CAG regular Board meetings, standing committee meetings, and special meetings will be posted at the San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA, and on C/CAG's website at: <http://www.ccag.ca.gov>.

**PUBLIC RECORDS:** Public records that relate to any item on the open session agenda for a regular Board meeting, standing committee meeting, or special meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to a regular Board meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members, of the Board. The Board has designated the City/County Association of Governments of San Mateo County (C/CAG), located at 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making public records available for inspection. Such public records are also available on C/CAG's website at: <http://www.ccag.ca.gov>. Please note that C/CAG's office is temporarily closed to the public; please contact Mima Crume at (650) 599-1406 to arrange for inspection of public records.

**PUBLIC PARTICIPATION DURING VIDEOCONFERENCE MEETINGS:** Persons with disabilities who require auxiliary aids or services to participate in this meeting should contact Mima Crume at (650) 599-1406, five working days prior to the meeting date.

Written comments should be emailed in advance of the meeting. Please read the following instructions carefully:

1. Your written comment should be emailed to [mcrume@smcgov.org](mailto:mcrume@smcgov.org).
2. Your email should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda.
3. Members of the public are limited to one comment per agenda item.
4. If your emailed comment is received at least 2 hours prior to the meeting, it will be provided to the C/CAG Board members, made publicly available on the C/CAG website along with the agenda. Emails received less than 2 hours before the meeting will be provided to the C/CAG Board members and included in the administrative record of the meeting as soon as practicable.

Spoken comments will be accepted during the meeting through Zoom. Please read the following instructions carefully:

1. The C/CAG Board meeting may be accessed through Zoom at the online location indicated at the top of this agenda.
2. You may download the Zoom client or connect to the meeting using an internet browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.
3. You will be asked to enter an email address and name. We request that you identify yourself by your name as this will be visible online and will be used to notify you that it is your turn to speak.
4. When the C/CAG Clerk or Chair call for the item on which you wish to speak, click on “raise hand.” The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called on to speak.
5. When called, please limit your remarks to the time allotted.

If you have any questions about this agenda, please contact C/CAG staff:

Executive Director: Sean Charpentier (650) 599-1409

Clerk of the Board: Mima Crume (650) 599-1406

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Update on the Construction of San Mateo 101 Express Lanes Project

(For further information contact Van Dominic Ocampo at vocampo@smcgov.org)

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### RECOMMENDATION

That the C/CAG Board of Directors receive a presentation and update on the construction of San Mateo 101 Express Lanes Project. No Board action is required.

### FISCAL IMPACT

This is an information item only. There is no fiscal impact related to receiving the information.

### SOURCE OF FUNDS

N/A

### BACKGROUND

This San Mateo 101 Express Lanes Project (Project) will create 44 miles (22 miles in each direction) of new express lanes along the US 101 between the San Mateo - Santa Clara County Line and Interstate 380 (I-380) in South San Francisco. The goal is to reduce congestion, increase person throughput and improve travel time reliability for motorists on US 101 by incentivizing the use of public transit, carpools, and other shared-ride options. However, it will still allow access to solo motorists for the full toll price, while carpools of two persons and clean air vehicles will be charged a reduced toll.

The Project is being constructed in two segments; the southern segment from the San Mateo/Santa Clara County Line to Whipple Avenue in Redwood City, and the northern segment from Whipple Avenue to Interstate-380 in South San Francisco. The work within the southern segment is totally complete. **Commencement of toll operations is scheduled for February 11, 2022 at 5:00 am together with the VTA segment.**

For the northern segment, construction of the capital improvement continues to be ahead of schedule with 80 percent of the work done within the 70 percent of the construction that has elapsed. Toll commencement for the northern segment is scheduled for late 2022.

Due to the magnitude of the project's footprint, cost and impacts to the traveling public and neighboring community, the Board has requested periodic updates on the project's progress and community outreach efforts.

## ATTACHMENT

1. San Mateo 101 Express Lanes Project Update PowerPoint Presentation, provided on-line at: <http://ccag.ca.gov/board-of-directors/>)

# C/CAG

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### C/CAG BOARD

### MINUTES

Meeting No. 349  
January 13, 2022

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. On June 11, 2021, the Governor issued Executive Order N-08-21 extending the suspension of these provisions to September 30, 2021. Thus, pursuant to Executive Order N-08-21, C/CAG Board meetings will be conducted via remote conferencing. Members of the public may observe or participate in the meeting remotely via one of the options below.

#### 1.0 CALL TO ORDER/ ROLL CALL

Chair Marie Chuang called the meeting to order at 6:30p.m. Roll call was taken.

|                     |                        |
|---------------------|------------------------|
| Atherton            | – Elizabeth Lewis      |
| Belmont             | – Davina Hurt          |
| Burlingame          | – Ricardo Ortiz        |
| Colma               | – John Goodwin         |
| Daly City           | – Pamela DiGiovanni    |
| East Palo Alto      | – Lisa Gauthier        |
| Foster City         | – Sanjay Gehani        |
| Half Moon Bay       | – Harvey Rarback       |
| Hillsborough        | – Marie Chuang         |
| Menlo Park          | – Cecilia Taylor       |
| Millbrae            | – Ann Schneider        |
| Pacifica            | – Sue Vaterlaus        |
| Portola Valley      | – Maryann Moise Derwin |
| Redwood City        | – Alicia Aguirre       |
| San Bruno           | – Michael Salazar      |
| San Mateo           | – Diane Papan          |
| San Mateo County    | – David Canepa         |
| South San Francisco | – Mark Nagales         |
| Woodside            | – Dick Brown           |
| SMCTA (Non-Voting)  | – Rico Medina          |

Absent:

Brisbane

San Carlos  
SMCTD (Non-Voting)

Others:

|                      |                            |
|----------------------|----------------------------|
| Sean Charpentier     | – C/CAG Executive Director |
| Mima Guilles         | – C/CAG Clerk of the Board |
| Melissa Adrikopolous | – C/CAG Legal Counsel      |
| Kaki Cheung          | – C/CAG Staff              |
| Van Ocampo           | – C/CAG Staff              |
| Jeff Lacap           | – C/CAG Staff              |
| Reid Bogert          | – C/CAG Staff              |
| Susy Kalkin          | – C/CAG Staff              |
| Kim Wever            | – C/CAG Staff              |
| Kim Springer         | – C/CAG Staff              |
| Dan Rubins           | – Fehr & Peers             |

Other members of the public attended.

## 2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

Clerk of the Board Mima Crume gave an overview of the teleconference meeting procedures.

- 3.0 Review and approval of Resolution 22-01 finding that, as a result of the continuing COVID-19 pandemic state of emergency, meeting in person for meetings of the C/CAG Board of Directors and all other C/CAG legislative bodies would present imminent risks to the health or safety of attendees. APPROVED

Executive Director Sean Charpentier gave a brief presentation on the of the continuing COVID-19 pandemic state of emergency, meeting in person for meetings of the C/CAG Board of Directors and all other C/CAG legislative bodies would present imminent risks to the health or safety of attendees.

Board Member Ortiz MOVED approval on item 3.0. Board Member Vaterlaus SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0.**

Clerk Mima reported that there were no comments from the public.

## 4.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

*Note: Public comment is limited to two minutes per speaker. Please refer to the instructions at the end of this agenda for details regarding how to provide public comments during a videoconference meeting.*

Clerk of the Board Mima announced that there were no public comments.

## 5.0 PRESENTATIONS/ ANNOUNCEMENTS



None.

## 6.0 ACTION TO SET AGENDA AND APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

6.1 Approval of the minutes of regular business meeting No. 348 dated December 9, 2021. APPROVED

6.3 Review and approval of Resolution 22-03 authorizing the C/CAG Chair to execute Amendment No. 7 with the Bay Area Water Supply and Conservation Agency adding an additional amount not to exceed \$25,000 for the Rain Barrel Rebate Program and pilot bulk-order campaign in Fiscal Year 2021-22. APPROVED

6.4 Review and approval of appointment of Councilmember Sue Beckmeyer from the City of Pacifica to the Resource Management and Climate Protection (RMCP) Committee to fill one (1) vacant elected official seat APPROVED

6.5 Review and approval of the appointment of Flor Nicolas, Vice-Mayor of South San Francisco to fill a vacant elected member seat on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC). APPROVED

Board Member Lewis MOVED to approve the consent agenda items 6.1, 6.3, 6.4 and 6.5. Board Member Gauthier SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0**

### **Board Member Lewis pulled item 6.2**

Board Member Lewis asked what determined Ken Brown's hire.

Executive Director Sean Charpentier responded and said it was determined through the focus on sustainability and strategies. Kim Springer added that he spoke well to C/CAG's specific needs.

6.2 Review and approval of Resolution 22-02 authorizing the C/CAG Executive Director to execute an agreement between C/CAG and Ken Brown Strategic Consulting for federal advocacy consulting services for an amount not to exceed \$235,000 through January 12, 2024. APPROVED

Board Member Lewis MOVED approval on item 6.2. Board Member Brown SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0.**

## 7.0 REGULAR AGENDA

7.1 Review and approval of the C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified). APPROVED

Kim Springer, C/CAG staff, gave an update on the budget from the Governor which includes funding for transportation, climate, housing and homelessness, including some carryover funding for sea level rise work. A considerable surplus of funding around \$20.6B will probably go through legislators and grant programs. C/CAG is planning two funding requests to legislators; one is for the US101/92 Area Improvements Projects, which C/CAG would be co-sponsoring with the TA for about \$10M, and two stormwater projects; one in Redwood City at Red Morton Park and one in the City of San Bruno, in which Caltrans is also involved in the project, for a total of \$10M. Staff is tracking the SB1 programs and workshops that are ongoing. Other grant opportunities potential opportunities include regional water quality, housing, vehicle electrification.

Clerk of the Board Mima reported that there were no public comments for item 7.1.

Board Member Nagales MOVED approval on item 7.1. Board Member Hurt SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0.**

- 7.2 Review and approval of the Annual C/CAG Legislative Policies for 2022. APPROVED

Clerk of the Board Mima reported that there were no raised hands from the Board and no public comments.

Kim Springer gave an updated version of last year's legislative priorities with all the edits that came through from staff, our state legislative consultant, and any edits that were recommended by the legislative committee at the December meeting. Additional edits to the document included those from Member Hurt, who suggested that we add community broadband to reduce VMT and increase telecommuting. Member Lewis had a few grammatical/punctuation edits. Member Papan requested that additional language be added in the monitoring of legislation related to high-speed rail as it affects our San Mateo County region.

Board Member Ortiz MOVED approval on item 7.2. Board Member Hurt SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0.**

- 7.3 Review and approval of Resolution 22-04 approving C/CAG Membership Fee Budget Planning Guidance of a one-time 5% increase for the Fiscal Year 2022-2023 and future annual increases consistent with the most recent annual regional Consumer Price Index at a rate not to exceed 3%. APPROVED

Sean Charpentier gave a brief presentation on the C/CAG Membership Fee Budget Planning Guidance of a one-time 5% increase for the Fiscal Year 2022-2023 and future annual increases consistent with the most recent annual regional Consumer Price Index at a rate not to exceed 3%. The guidance is for budget planning, and the C/CAG Board retains full discretion over the C/CAG Membership fees through the approval of the annual budget.

Board Member Salazar MOVED approval on item 7.3. Board Member Ortiz SECONDED. Roll call was taken. **MOTION CARRIED 19-0-0.**

- 7.4 Receive a presentation on the San Mateo Countywide Vehicles Miles Traveled (VMT) Estimation Tool. INFORMATION

The Board received a presentation from Dan Rubins, Fehr & Peers on the San Mateo Countywide Vehicles Miles Traveled (VMT) Estimation Tool. C/CAG has developed a countywide, web and Geographic Information Systems (GIS)-based tool, called the San Mateo Countywide VMT Evaluation Tool that local agencies will be able to perform and to assist with determining the significance of a project's transportation impacts under CEQA.

- 7.5 Receive a presentation on the Countywide Stormwater Program. INFORMATION

The Board received presentation from Reid Bogert, C/CAG staff, on the Countywide Stormwater Program. The key highlights of Stormwater Program achievements and areas of focus during Fiscal Year 2020-21, including the completion of the Countywide Sustainable Streets Master Plan, the advancement of regional-scale stormwater management, developing resilient schoolyard concepts in partnership with the San Carlos School District, and supporting C/CAG's member agencies in the MRP reissuance process.

## 8.0 COMMITTEE REPORTS

- 8.1 Committee Reports (oral reports)

None.

- 8.2 Chairperson's Report

Chair Chuang thanked the returning Board Members to the C/CAG Board meeting this evening. She has also extended her welcome to the new incoming Board Member Awasthi from Foster City, Board Member Nagales from SSF and Board Member Brown from Town of Woodside.

- 8.3 Board Members Report/Communication

Board Member G. Papan (Millbrae) reported out that MTC is trying to find funding to pay \$19.6M in the Caltrain right of way. The governance is used for Caltrain are still ongoing even when this payment is made. The payment went through the first committee and will be presented to the Board and hopefully to take one issue off so that they can hopefully resolve their governance issues. In addition, a committee meeting about transit-oriented developments will be held tomorrow and what happens there will not be a part of OBAG 3, it will be something in the future helping them implement their plan 2050 and our position is that we want help in meeting our housing obligations and not further restrictions on money in the future.

## 9.0 EXECUTIVE DIRECTOR'S REPORT

Executive Director Sean Charpentier noted that the February Board meeting will include the nominations for the C/CAG Chair and Vice Chair, and the March meeting will include the appointment of the C/CAG Chair and Vice Chair. Also, that C/CAG is still recruiting for 3 elected official seats on the Bicycle and Pedestrian Advisory Committee (BPAC).

10.0 COMMUNICATIONS - Information Only

None.

11.0 ADJOURNMENT – 8:19 p.m.

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of Resolution 22-05 finding that, as a result of the continuing COVID-19 pandemic state of emergency, meeting in person would present imminent risks to the health or safety of attendees, and that the state of emergency continues to directly impact the ability of members of the Board of Directors and C/CAG legislative bodies to meet safely in person.

(For further information, contact Melissa Andrikopoulos at [mandrikopoulos@smcgov.org](mailto:mandrikopoulos@smcgov.org))

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### RECOMMENDATION

Review and approval of Resolution 22-05 finding that, as a result of the continuing COVID-19 pandemic state of emergency, meeting in person for meetings of the C/CAG Board of Directors and all other C/CAG legislative bodies would present imminent risks to the health or safety of attendees, and that the state of emergency continues to directly impact the ability of members of the Board of Directors and C/CAG legislative bodies to meet safely in person.

### FISCAL IMPACT

There is no fiscal impact.

### SOURCE OF FUNDS

Not applicable

### BACKGROUND

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act. The original Executive Order provided that all provisions of the Brown Act that required the physical presence of members or other personnel as a condition of participation or as a quorum for a public meeting were waived for public health reasons. If these waivers fully sunset on October 1, 2021, legislative bodies subject to the Brown Act would have to contend with a sudden return to full compliance with in-person meeting requirements as they existed prior to March 2020, including the requirement for full physical public access to all teleconference locations from which board members were participating.

On September 16, 2021, the Governor signed AB 361, a bill that formalizes and modifies the teleconference procedures implemented by California public agencies in response to the Governor's Executive Orders addressing Brown Act compliance during the COVID-19 emergency. AB 361 allows a local agency legislative body to continue to use teleconferencing under the same basic rules as provided

in the Executive Orders when certain circumstances occur or when certain findings have been made and adopted by the legislative body.

AB 361 provides that Brown Act legislative bodies must return to in-person meetings on October 1, 2021, unless they choose to continue with fully teleconferenced meetings because a specific declaration of a state or local health emergency is appropriately made. AB 361 allows legislative bodies to continue to conduct virtual meetings as long as there is a gubernatorially-proclaimed public emergency in combination with (1) local health official recommendations for social distancing or (2) adopted findings that meeting in person would present an imminent risk to health or safety. AB 361 is effective immediately as urgency legislation and will sunset on January 1, 2024.

AB 361 also requires that, if the state of emergency remains active for more than 30 days, the legislative body must make findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules. Specifically, the legislative body must find that the need for teleconferencing persists due to risks posed by the ongoing state of emergency. Effectively, this means that local agencies must either agendaize a Brown Act meeting once every thirty days to make these findings, or, if a local agency has not made such findings within the prior 30 days, the local agency must re-adopt the initial findings if it wishes to conduct a remote meeting.

Public agencies that wish to continue with the option for remote meetings due to the COVID-19 emergency have and are continuing to make the required AB 361 findings. The San Mateo County Board of Supervisors approved a similar resolution at its September 28, 2021 meeting, and has continued to renew the findings since then.

At its October 14, 2021 meeting, the C/CAG Board adopted Resolution 21-79, making the findings necessary to continue remote meetings for both the C/CAG Board and standing C/CAG Committees for 30 days; the Board has subsequently adopted similar resolutions making findings to continue remote meetings.

## **DISCUSSION**

The County's high vaccination rate, successfully implemented local health measures (such as indoor masking), and best practices by the public (such as voluntary social distancing) have proven effective, in combination, at controlling the local spread of COVID-19.

However, reducing the circumstances under which people come into close contact remains a vital component of the County's COVID-19 response strategy. While local agency public meetings are an essential government function, the last 18 months have demonstrated that conducting such meetings virtually is feasible.

Public meetings pose high risks for COVID-19 spread for several reasons. These meetings bring together people from throughout a geographic region, increasing the opportunity for COVID-19 transmission. Further, the open nature of public meetings makes it difficult to enforce compliance with vaccination, physical distancing, masking, cough and sneeze etiquette, or other safety measures. Moreover, some of the safety measures used by private businesses to control these risks may be less effective for public agencies.

These factors combine to make in-person public meetings imminently risky to health and safety.

Because local rates of transmission of COVID-19 are in the “high” tier as measured by the Centers for Disease Control as of the date of this report, we recommend that the Board avail itself of the provisions of AB 361 allowing continuation of remote meetings by adopting findings to the effect that conducting in-person meetings would present an imminent risk to the health and safety of attendees and that the state of emergency continues to directly impact the ability of members to meet safely in person. A resolution to that effect, and directing staff to take such other necessary or appropriate actions to implement the intent and purposes of the resolution, is attached hereto.

#### **ATTACHMENT**

1. Resolution 22-05

## RESOLUTION 22-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY, MEETING IN PERSON FOR MEETINGS OF THE C/CAG BOARD OF DIRECTORS AND ALL OTHER C/CAG LEGISLATIVE BODIES WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES, AND THAT THE STATE OF EMERGENCY CONTINUES TO DIRECTLY IMPACT THE ABILITY OF MEMBERS OF THE BOARD OF DIRECTORS AND C/CAG LEGISLATIVE BODIES TO MEET SAFELY IN PERSON.**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, on March 4, 2020, pursuant to California Government Code section 8550, *et seq.*, Governor Newsom proclaimed a state of emergency related to the COVID-19 novel coronavirus, and subsequently, the San Mateo County Board of Supervisors declared a local emergency related to COVID-19, and the proclamation by the Governor and declaration by the Board of Supervisors remain in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions in the California Open Meeting law, Government Code section 54950 *et seq.* (the “Brown Act”), related to teleconferencing by local agency legislative bodies, provided certain requirements were met and followed; and

**WHEREAS**, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended provisions of Executive Order N-29-20 that waive otherwise-applicable Brown Act requirements related to remote/teleconference meetings by local agency legislative bodies through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 into law, and AB 361 provides that a local agency legislative body subject to the Brown Act may continue to meet without complying with the otherwise-applicable requirements in the Brown Act related to remote/teleconference meetings by local agency legislative bodies, provided that a state of emergency has been declared and the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and provided that the legislative body makes such findings at least every thirty (30) days during the term of the declared emergency; and

**WHEREAS**, the C/CAG Board of Directors concludes that there is a continuing threat of COVID-19 to the community, and that Board meetings have characteristics that give rise to risks to health and safety of meeting participants (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to participate fully in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings); and

**WHEREAS**, the federal Centers for Disease Control and Prevention (“CDC”) has established a “Community Transmission” metric with 4 tiers designed to reflect a community’s COVID-19 case rate and percent positivity; and



**WHEREAS**, the County of San Mateo currently has a Community Transmission metric of “high”; and

**WHEREAS**, the C/CAG Board of Directors has an important governmental interest in protecting the health and safety of those who participate in its meetings; and

**WHEREAS**, on October 14, 2021, the C/CAG Board of Directors approved Resolution 21-79 making the findings necessary to continue holding remote meetings of the C/CAG Board of Directors and all other C/CAG legislative bodies; and

**WHEREAS**, at subsequent meetings, the C/CAG Board of Directors adopted resolutions making the findings necessary to continue remote meetings for both the C/CAG Board of Directors and all other C/CAG legislative bodies; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the C/CAG Board of Directors deems it necessary to find that meeting in person would present imminent risks to the health or safety of attendees, and that the COVID-19 state of emergency continues to directly impact the ability of members of the Board of Directors and all other C/CAG legislative bodies to meet safely in person, and thus intends to continue to invoke the provisions of AB 361 related to teleconferencing;

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

1. The recitals set forth above are true and correct.
2. The C/CAG Board of Directors has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19.
3. The C/CAG Board of Directors finds that the state of emergency caused by the spread of COVID-19 continues to directly impact the ability of members of the Board of Directors and all other C/CAG legislative bodies to meet safely in person.
4. The C/CAG Board of Directors further finds that holding meetings of the C/CAG Board Directors and all other C/CAG legislative bodies in person would present imminent risks to the health or safety of attendees.
5. Staff is directed to take such other necessary or appropriate actions to implement the intent and purposes of this resolution.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF FEBRUARY 2022.**

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*Marie Chuang, Chair*

**C/CAG AGENDA REPORT**

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and adopt Resolution 22-06 approving the population data to be used by C/CAG.

(For further information, contact Sean Charpentier [scharpentier@smcgov.org](mailto:scharpentier@smcgov.org))

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**RECOMMENDATION**

That the C/CAG Board reviews and adopts resolution 22-06 approving the population data to be used by C/CAG.

**FISCAL IMPACT**

Adopted population data will be used to determine C/CAG member agency contributions, special voting procedures, and other C/CAG programs.

**SOURCE OF FUNDS**

Not applicable

**BACKGROUND**

The C/CAG Joint Powers Agreement authorizes the C/CAG Board to adopt the most recent population data to be used in C/CAG programs. The latest population data available is dated on January 1, 2021, which was released by the State Department of Finance on May 1, 2021. C/CAG will use the information to determine member agency contributions, special voting procedures, and other C/CAG programs.

**ATTACHMENTS**

1. Resolution 22-06
2. Population figures provided by the State Department of Finance as of January 1, 2021.

## **RESOLUTION 22-06**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) ADOPTING THE POPULATION DATA TO BE USED BY C/CAG**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, the C/CAG Joint Powers Agreement uses the population to perform county-wide planning activities as approved by or directed by two-thirds (2/3) of the members representing two-thirds (2/3) of the population of the County, and

**WHEREAS**, the C/CAG Joint Powers Agreement uses the population for special voting procedures, and

**WHEREAS**, the C/CAG Joint Powers Agreement determines C/CAG Member's contribution to C/CAG based upon its population, and

**WHEREAS**, the C/CAG Joint Powers Agreement uses the population for termination and disposition of property, and

**WHEREAS**, the C/CAG Joint Powers Agreement may be amended at any time with the agreement of the majority of the members representing a majority of the population of the County, and

**WHEREAS**, the C/CAG Board of Directors shall establish by resolution the population figures to be utilized in determining the population of local governments based on the results of the decennial Federal census or population figures provided by the State Department of Finance.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG approves the attached table as the population data to be used by CCAG.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF FEBRUARY 2022.**

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*Marie Chuang, Chair*

| Attachment to Item 5.3  |                 |                                |                                |                                |                                |
|---|-----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| City/County Population Estimates by Department of Finance   |                 |                                |                                |                                |                                |
|   | January 1, 2021 | January 1, 2020<br>(Info Only) | January 1, 2019<br>(Info Only) | January 1, 2018<br>(Info Only) | January 1, 2017<br>(Info Only) |
| County/City   | Population      |                                |                                |                                |                                |
| <b>Total San Mateo County</b>   | <b>765,245</b>  | 773,244                        | 774,485                        | 774,155                        | 770,203                        |
| Atherton  | 6,896           | 7,031                          | 7,070                          | 7,135                          | 7,148                          |
| Belmont   | 26,470          | 26,813                         | 27,174                         | 27,388                         | 27,594                         |
| Brisbane  | 4,579           | 4,633                          | 4,691                          | 4,692                          | 4,722                          |
| Burlingame  | 29,746          | 30,118                         | 30,317                         | 30,294                         | 30,148                         |
| Colma   | 1,659           | 1,729                          | 1,512                          | 1,501                          | 1,506                          |
| Daly City   | 108,599         | 109,142                        | 109,122                        | 107,864                        | 109,287                        |
| East Palo Alto  | 30,350          | 30,794                         | 30,499                         | 30,917                         | 30,340                         |
| Foster City   | 32,842          | 33,033                         | 33,693                         | 33,490                         | 33,225                         |
| Half Moon Bay   | 12,309          | 12,431                         | 12,631                         | 12,639                         | 12,591                         |
| Hillsborough  | 11,391          | 11,418                         | 11,769                         | 11,543                         | 11,753                         |
| Menlo Park  | 34,825          | 35,254                         | 35,790                         | 35,268                         | 35,670                         |
| Millbrae  | 22,509          | 22,832                         | 23,154                         | 22,854                         | 23,168                         |
| Pacifica  | 37,890          | 38,331                         | 38,674                         | 38,418                         | 38,124                         |
| Portola Valley  | 4,560           | 4,607                          | 4,659                          | 4,767                          | 4,707                          |
| Redwood City  | 85,182          | 86,754                         | 85,319                         | 86,380                         | 85,601                         |
| San Bruno   | 44,936          | 45,454                         | 45,257                         | 46,085                         | 45,295                         |
| San Carlos  | 29,814          | 30,145                         | 29,864                         | 29,897                         | 29,311                         |
| San Mateo   | 103,045         | 103,087                        | 104,570                        | 104,490                        | 103,426                        |
| South San Francisco   | 67,135          | 67,879                         | 67,078                         | 67,082                         | 65,451                         |
| Woodside  | 5,628           | 5,676                          | 5,615                          | 5,623                          | 5,666                          |
| Balance of County   | 64,880          | 66,083                         | 66,027                         | 65,828                         | 65,470                         |
| Department of Finance   |                 |                                |                                |                                |                                |
| Demographic Research Unit   |                 |                                |                                |                                |                                |
| Phone: (916) 323-4086   |                 |                                |                                |                                |                                |
| For more information: <a href="http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/">http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/</a> |                 |                                |                                |                                |                                |
| Released on May 1, 2021   |                 |                                |                                |                                |                                |

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and accept the 2021 attendance report for the C/CAG Board and Committee meetings.

(For further information, contact Sean Charpentier [scharpentier@smcgov.org](mailto:scharpentier@smcgov.org))

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### RECOMMENDATION

That the C/CAG Board review and accept the 2021 attendance reports for the C/CAG Board and Committee meetings.

### FISCAL IMPACT

None

### SOURCE OF FUNDS

Not applicable

### BACKGROUND

Periodically, the C/CAG Board receives reports of the attendance for the Board and its standing committees. Since each member jurisdiction appoints its C/CAG representative and alternate, C/CAG has not set an attendance requirement for Board meetings. However, the C/CAG Board adopted the following attendance policy for its standing committees:

*“During any consecutive twelve-month period, members will be expected to attend at least 75% of the scheduled meetings and not have more than three consecutive absences. If the number of absences exceed these limits, the seat may be declared vacant by the C/CAG Chair.”*

The attached attendance reports are provided for your acceptance.

### ATTACHMENTS

Calendar year 2021 attendance reports for the C/CAG Board and nine (9) standing committees:

- C/CAG Board
- Airport Land Use Committee (ALUC)
- Bicycle and Pedestrian Advisory Committee (BPAC)
- Congestion Management & Environmental Quality (CMEQ)
- Congestion Management Program Technical Advisory Committee (TAC)
- Legislative Committee

- Finance Committee
- Resource Management & Climate Protection Committee (RMCP)
- Stormwater Committee

**City/County Association of Governments (C/CAG) Board Attendance Report - 2021**

| Agency              | Representative/Alternate | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug<br>No Meeting<br>Scheduled | Sept | Oct | Nov | Dec |
|---------------------|--------------------------|-----|-----|-----|-----|-----|-----|-----|--------------------------------|------|-----|-----|-----|
| Atherton            | Elizabeth Lewis          | X   | X   | X   | X   |     | X   | X   |                                | X    |     | X   | X   |
|                     | Michael Lempres          |     |     |     |     | X   |     |     |                                |      |     |     |     |
| Belmont             | Davina Hurt              | X   | X   | X   | X   | X   | X   |     |                                |      | X   |     | X   |
|                     | Julia Mates              |     |     |     |     |     |     |     |                                | X    |     |     |     |
| Brisbane            | Karen Cunningham         | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   |     |     |
|                     | Madison Davis            |     |     |     |     |     |     |     |                                |      |     |     |     |
| Burlingame          | Ricardo Ortiz            | X   | X   | X   | X   | X   | X   | X   |                                | X    |     | X   | X   |
|                     | Emily Beach              |     |     |     |     |     |     |     |                                |      |     |     |     |
| Colma               | John Goodwin             | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Diane Colvin             |     |     |     |     |     |     |     |                                |      |     |     |     |
| Daly City           | Pamela DiGiovanni        | X   | X   | X   | X   | X   | X   | X   |                                |      | X   | X   | X   |
|                     | Roderick Daus-Magbual    |     |     |     |     |     |     |     |                                |      |     |     |     |
| East Palo Alto      | Lisa Gauthier            | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   |     |
|                     | Donna Rutherford         |     |     |     |     |     |     |     |                                |      |     |     |     |
| Foster City         | Sanjay Gehani            | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   |     | X   |
|                     | Richa Awasthi            |     |     |     |     |     |     |     |                                |      |     | X   |     |
| Half Moon Bay       | Debbie Ruddock           | X   |     |     | X   | X   | X   |     |                                | X    |     | X   | X   |
|                     | Harvey Rarback           |     |     | X   |     |     |     | X   |                                |      | X   |     |     |
| Hillsborough        | Marie Chuang             | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Alvin L. Royse           |     |     |     |     |     |     |     |                                |      |     |     |     |
| Menlo Park          | Cecilia Taylor           | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Betsy Nash               |     |     |     |     |     |     |     |                                |      |     |     |     |
| Millbrae            | Ann Schneider            | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Gina Papan               |     |     |     |     |     |     |     |                                |      |     |     |     |
| Pacifica            | Sue Vaterlaus            | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Deirdre Martin           |     |     |     |     |     |     |     |                                |      |     |     |     |
| Portola Valley      | Maryann Moise Derwin     | X   | X   | X   | X   | X   | X   | X   |                                | X    |     | X   | X   |
|                     | Ann Wengert              |     |     |     |     |     |     |     |                                |      |     |     |     |
| Redwood City        | Alicia Aguirre           | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Diane Howard             |     |     |     |     |     |     |     |                                |      |     |     |     |
| San Bruno           | Michael Salazar          | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Rico Medina              |     |     |     |     |     |     |     |                                |      |     |     |     |
| San Carlos          | Adam Rak                 | X   | X   |     | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Laura Parmer-Lohan       |     |     |     |     |     |     |     |                                |      |     |     |     |
| San Mateo           | Diane Papan              | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Joe Goethals             |     |     |     |     |     |     |     |                                |      |     |     |     |
| San Mateo County    | David Canepa             | X   | X   | X   |     | X   | X   | X   |                                | X    | X   | X   | X   |
|                     | Dave Pine                |     |     |     |     |     |     |     |                                |      |     |     |     |
| South San Francisco | Mark Addiego             | X   | X   | X   |     | X   | X   | X   |                                | X    |     |     |     |
|                     | Mark Nagales             |     |     |     |     |     |     |     |                                |      |     |     | X   |
| Woodside            | Ned Fluet                | X   | X   | X   | X   | X   | X   | X   |                                | X    | X   | X   |     |
|                     | Daniel Yost              |     |     |     |     |     |     |     |                                |      |     |     |     |

X - Committee Member Attended

N/A - Not on Committee

 No Quorum

Y - Designated Alternate Attended

 No Board Meeting

### Airport Land Use Committee (ALUC) Attendance Report - 2021

| Agency  | Name                           | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|---|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| City of Brisbane                                | Terry O'Connell                | X   | X   | X   |     |     |     | X   |     |      | X   |     |     |
| City of Burlingame                              | Ricardo Ortiz                  | X   | X   | X   |     |     |     | X   | X   |      |     |     |     |
| City of Daly City                               | Pamela DiGiovanni              | X   | X   | X   |     |     |     |     | X   |      | X   |     |     |
| City of Foster City                             | Patrick Sullivan               |     | X   | X   |     |     |     | X   |     |      | X   |     |     |
| City of Half Moon Bay                           | Joaquin Jimenez                |     |     |     |     |     |     |     |     |      |     |     |     |
| City of Millbrae                                | Anne Oliva                     | X   | X   | X   |     |     |     |     | X   |      | X   |     |     |
| City of Redwood City                            | Diane Howard (appt'd in April) |     |     |     |     |     |     | X   | X   |      | X   |     |     |
| City of San Bruno                               | Tom Hamilton                   | Y   | X   | X   |     |     |     | X   | X   |      |     |     |     |
| City of San Carlos                              | Adam Rak                       | X   |     | X   |     |     |     | X   | X   |      |     |     |     |
| County of San Mateo and Aviation Representative | Warren Slocum                  |     |     |     |     |     |     |     |     |      |     |     |     |
| City of South San Francisco                     | Mark Nagales                   | X   | X   | X   |     |     |     | X   | X   |      | X   |     |     |
| Aviation Representative                         | Carol Ford                     | X   |     | X   |     |     |     |     | X   |      | X   |     |     |
| Half Moon Bay Airport Pilots Association        | Dave Williams                  | X   | X   | X   |     |     |     | X   | X   |      | X   |     |     |

- X - Committee Member Attended
- O - Other Jurisdictional Representative Attended
- Y - Designated Alternate Attended
- No Committee Meeting
- N/A - Not on Committee
- ☐ No Quorum



## Bicycle and Pedestrian Advisory Committee (BPAC) Attendance Report - 2021

| Agency                       | Name             | Jan | Feb<br>(Special Meeting) | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------------------------------|------------------|-----|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Millbrae                     | Ann Schneider    | X   | X                        | X   |     | X   |     | X   |     | X   |     |     |     |
| County of San Mateo          | Don Horsley      |     | X                        | X   |     | X   |     | X   |     |     |     |     |     |
| Pacifica                     | Mary Bier        | X   | X                        | X   |     |     |     |     |     |     |     |     |     |
| Foster City                  | Patrick Sullivan | X   | X                        | X   |     | X   |     | X   |     |     |     |     |     |
| Burlingame                   | Emily Beach      | X   | X                        | X   |     | X   |     | X   |     | X   |     |     |     |
| Elected Official             | Vacant           | N/A | N/A                      | N/A |     | N/A |     | N/A |     | N/A |     |     |     |
| Elected Official             | Vacant           | N/A | N/A                      | N/A |     | N/A |     | N/A |     | N/A |     |     |     |
| Elected Official             | Vacant           | N/A | N/A                      | N/A |     | N/A |     | N/A |     | N/A |     |     |     |
| Public (County of San Mateo) | Matthew Self     | X   |                          | X   |     |     |     | X   |     | X   |     |     |     |
| Public (San Bruno)           | Malcolm Robinson | X   | X                        | X   |     | X   |     | X   |     |     |     |     |     |
| Public (Half Moon Bay)       | Marina Fraser    | X   | X                        | X   |     | X   |     |     |     | X   |     |     |     |
| Public (Portola Valley)      | Angela Hey       | N/A | N/A                      | N/A |     | X   |     | X   |     | X   |     |     |     |
| Public (Redwood City)        | Brian Levenson   |     |                          | X   |     | X   |     |     |     | X   |     |     |     |
| Public (South San Francisco) | Justin Yuen      | X   | X                        | X   |     | X   |     | X   |     | X   |     |     |     |
| Public (Daly City)           | Alan Uy          | X   | X                        | X   |     | X   |     | X   |     | X   |     |     |     |


**X - Committee Member Attended**

**O - Other Jurisdictional Representative Attended**

**Y - Designated Alternate Attended**



**N/A - Not on Committee**

 **No Committee Meeting**

 **No Quorum**

### Congestion Management and Environmental Quality (CMEQ) Attendance Report - 2021

| Name  | Representing                                     | Jan | Feb | Mar | Apr | May | Jun | Jul       | Aug | Sept | Oct | Nov | Dec       |
|---|--|-----|-----|-----|-----|-----|-----|-----------|-----|------|-----|-----|-----------|
|   |  |     |     |     |     |     |     | (No Mtg.) |     |      |     |     | (No Mtg.) |
| Emily Beach (Burlingame City Council Member)  | Elected Official                                 | X   | X   | X   | X   | X   |     |           | X   | X    | X   | X   |           |
| Rick Bonilla (San Mateo City Council Member)  | Elected Official                                 | X   |     | X   | X   | X   |     |           | X   | X    | X   |     |           |
| Julia Mates (Belmont City Council Member)     | Elected Official                                 |     | X   | X   | X   |     |     |           | X   | X    | X   |     |           |
| Mike O'Neill (Pacifica City Council Member)   | Elected Official                                 | X   | X   | X   | X   | X   | X   |           |     | X    |     | X   |           |
| Diana Reddy (Redwood City Council Member)     | Elected Official                                 |     | X   | X   | X   | X   | X   |           | X   | X    | X   | X   |           |
| Dick Brown (Woodside Town Council Member)     | Elected Official                                 | X   | X   | X   | X   | X   | X   |           | X   | X    | X   |     |           |
| Reuben Holober (Millbrae City Council Member) | Elected Official                                 | X   | X   | X   | X   | X   | X   |           | X   | X    |     | X   |           |
| Tom McCune (Belmont City Council Member)      | Elected Official                                 |     | X   | X   | X   | X   |     |           | X   | X    | X   | X   |           |
| Patrick Sullivan (Foster City Council Member) | Elected Official                                 | X   |     |     | X   | X   | X   |           | X   | X    |     |     |           |
| Gina Papan (MTC Commissioner)                 | Metropolitan Transportation Commission (MTC)     | X   | X   | X   | X   | X   | X   |           | X   | X    |     | X   |           |
| Lennie Roberts                                | Environmental Community                          | X   |     |     | X   | X   | X   |           |     | X    |     | X   |           |
| Linda Koelling                                | Business Community                               | X   | X   | X   | X   | X   | X   |           | X   | X    | X   | X   |           |
| Peter Ratto                                   | San Mateo County Transit District (SamTrans)     |     | X   | X   | X   | X   | X   |           | X   | X    | X   | X   |           |
| Jessica Alba                                  | Public Member                                    | X   | X   | X   | X   | X   |     |           | X   | X    | X   | X   |           |
| Vacant  | Peninsula Corridor Joint Powers Board (Caltrain) |     |     |     |     |     |     |           |     |      |     |     |           |

- X - Committee Member Attended**
- O - Other Jurisdictional Representative**
- Y - Designated Alternate Attended**
- N/A - Not on Committee**
-  **No Committee Meeting**
-  **No Quorum**

## Congestion Management Program Technical Advisory Committee (TAC) Attendance Report - 2021

| Agency                          | Name                               | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|---------------------------------|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| San Mateo County Engineering    | Jim Porter/Ann Stillman (Co-Chair) | X   |     | X   | X   | X   | X   |     | X*  | X    | X   | X   |     |
| SMCTA / PCJPB / Caltrain        | Joseph Hurley (Co-Chair)           | X   | X   | X   | X   |     | X   |     | X   | X    | X   | X   |     |
| Atherton Engineering            | Robert Ovadia                      | X   | X   | X   | X   | X   | X   |     | X   |      | X   | X   |     |
| Belmont Engineering             | Peter Brown                        | X   | X   |     | X   | X   | X   |     | X   | X    | X   |     |     |
| Brisbane Engineering            | Randy Breault                      | X   | X   | X   | X   |     | X   |     | X   | X    | X   | X   |     |
| Burlingame Engineering          | Syed Murtuza                       | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| C/CAG                           | Sandy Wong/ Sean Charpentier       | X   | X   | X   | X   | X   | X   |     | X*  | X    | X   | X   |     |
| Colma Engineering               | Brad Donohue                       | X   |     |     | X   | X   |     |     |     | X    | X   |     |     |
| Daly City Engineering           | Richard Chiu                       | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| Daly City Planning              | Tatum Mothershead                  | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| Foster City Engineering         | Dante Hall                         | N/A | *   |     | X   |     |     |     | O   | O    | O   | N/A |     |
| Half Moon Bay Engineering       | Maz Bozorginia                     | X   | X   |     | X   | X   | X   |     | X   | X    |     | X   |     |
| Hillsborough Engineering        | Paul Willis                        | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| Menlo Park Engineering          | Nikki Nagaya                       | X   | X   |     |     | X   | X   |     |     | X    |     | X   |     |
| Millbrae Engineering            | Andrew Yang                        | X   | X   |     | X   | X   | X   |     | X   | X    | X   | X   |     |
| Pacifica Engineering            | Lisa Petersen                      | X   | X   | X   | X   | X   | X   |     |     | X    | X   | X   |     |
| Redwood City Engineering        | Jessica Manzi                      | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| San Bruno Engineering           | Jimmy Tan/Hae Won Ritchie          | X   | X   | X   | X   | N/A | X*  |     | X   | X    | X   | X   |     |
| San Carlos Engineering          | Steven Machida                     | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| San Mateo Engineering           | Azalea Mitch                       | X   | X   | X   | X   | X   | X   |     |     | X    | X   | X   |     |
| South San Francisco Engineering | Eunejune Kim                       | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| South San Francisco Planning    | Billy Gross                        | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| Woodside Engineering            | Sean Rose                          | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| MTC                             | James Choe                         | X   | X   | X   | X   | X   | X   |     | X   | X    | X   | X   |     |
| Caltrans                        | VACANT                             | N/A | N/A | N/A | N/A | N/A | N/A |     | N/A | N/A  | N/A | N/A |     |

**X - Committee Member Attended**

**O - Other Jurisdictional Representative Attended**

**Y - Designated Alternate Attended**

**N/A - Not on Committee**

 **No Committee Meeting**

 **No Quorum**

\* = Member change

### Legislative Committee Attendance Report - 2021

| Agency         | Name   | Jan 14 | Jan 27 | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|----------------|--|--------|--------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| Atherton       | Elizabeth Lewis  |        | X      | X   | X   | X   |     | X   | X   |     | X    |     |     | X   |
| Belmont        | Davina Hurt (C/CAG Vice Chair)   |        | X      | X   | X   | X   | X   | X   |     |     |      |     |     |     |
| Brisbane       | Karen Cunningham   |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| East Palo Alto | Lisa Gauthier  |        |        | X   | X   | X   | X   | X   | X   |     | X    |     |     |     |
| Hillsborough   | Marie Chuang (C/CAG Vice Chair through April 2020 and Chair starting April 2020) |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| Millbrae       | Gina Papan - <b>Chair</b>  |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| Millbrae       | Anders Fung  |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| Pacifica       | Sue Vaterlaus  |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| San Bruno      | Michael Salazar  |        | X      | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |
| San Carlos     | Adam Rak - <b>Vice Chair</b>   |        |        | X   | X   | X   | X   | X   | X   |     | X    |     |     | X   |

- X - Committee Member Attended
- O - Other Jurisdictional Representative
- Y - Designated Alternate Attended
- N/A - Not on Committee
- No Committee Meeting
- No Quorum

## Finance Committee Attendance Report - 2021

| Agency         | Name                            | Feb | May | Aug | Oct<br>(Special) | Dec |
|----------------|---------------------------------|-----|-----|-----|------------------|-----|
| Hillsborough   | Marie Chuang (C/CAG Chair)      | X   | X   | X   |                  | X   |
| Belmont        | Davina Hurt (C/CAG Vice Chair)  | X   | X   | X   | X                | X   |
| East Palo Alto | Carlos Romero                   | X   | X   | X   | X                | X   |
| Burlingame     | Donna Colson (Committee Chair)  | X   | X   | X   | X                | X   |
| San Carlos     | Adam Rak (Committee Vice Chair) | X   |     | X   | X                | X   |

**X - Committee Member Attended**

**O - Other Jurisdictional Representative Attended**

**Y - Designated Alternate Attended**

**N/A - Not on Committee**

 **No Committee Meeting**

 **No Quorum**

### Resource Management and Climate Protection Committee (RMCP) Attendance Report - 2021

| Agency                          | Name                 | Seat   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec |
|---------------------------------|----------------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|
| Portola Valley                  | Maryann Moise Derwin | Elected Official - <b>Committee - Chair</b>                          | X   | X   | X   |     |     | X   | X   | X   |      | X   | X   |     |
| Atherton                        | Rick DeGolia         | Elected Official   |     | X   | X   |     |     | X   | X   | X   |      | X   | X   |     |
| Burlingame                      | Donna Colson         | Elected Official - <b>Committee Vice-Chair</b><br>starting July 2021 | X   | X   | X   |     |     | X   | X   |     |      | X   | X   |     |
| Menlo Park                      | Drew Combs           | Elected Official   |     |     |     |     |     |     |     |     |      |     |     |     |
| County of San Mateo             | Don Horsley          | Elected Official   |     |     |     |     |     |     |     | X   |      |     |     |     |
| City of San Mateo               | Diane Papan          | Elected Official   | X   | X   | X   |     |     | X   | X   | X   |      | X   | X   |     |
| Half Moon Bay                   | Debbie Ruddock       | Elected Official   | X   | X   | X   |     |     | X   |     |     |      | X   | X   |     |
| El Concilio of San Mateo County | Ortensia Lopez       | Energy   |     | X   | X   |     |     |     |     | X   |      | X   | X   |     |
| BAWSCA                          | Tom Francis          | Water  | X   | X   | X   |     |     | X   | X   | X   |      | X   | X   |     |
| PG&E                            | Bill Chiang          | Utility  | X   |     |     |     |     |     | X   |     |      |     | X   |     |
| Thrive Alliance                 | Doug Silverstein     | Non-profit - <b>Committee Vice Chair</b><br>through June 2021        | X   | X   | X   |     |     | X   | N/A | N/A | N/A  | N/A | N/A | N/A |
| Filoli                          | Alex Fernandez       | Nonprofit starting July 2021   | N/A | N/A | N/A | N/A | N/A | N/A | X   |     |      | X   | X   |     |
| Sustainable SMC                 | Christine Kohl-Zaugg | Environmental  | X   | X   | X   |     |     | X   |     | X   |      | X   | X   |     |
| Sares Regis Group               | Jeff Smith           | Business/Chamber of Commerce from<br>March 2021                      | N/A | N/A | X   |     |     | X   | X   | X   |      |     | X   |     |
| Bay Area Bank                   | Karen Jensen         | Business/Chamber of Commerce through<br>February 2021                | V   | V   | N/A | N/A | N/A | N/A | N/A | N/A | N/A  | N/A | N/A | N/A |

**X - Committee Member Attended**

**O - Other Jurisdictional Representative Attended**

**Y - Designated Alternate Attended**

**V - Vacant**

**■ No Committee Meeting**

**N/A - Not on Committee**

**☐ No Quorum**

### Stormwater Committee Attendance Report - 2021

| Agency                               | Representative            | Position  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov 4 | Nov 18 | Dec |
|--------------------------------------|---------------------------|---|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-------|--------|-----|
| Atherton                             | Robert Ovidia             | Public Works Director                               | X   | X   | X   | X   | X   |     | X   | X   |      | X   | X     | X      |     |
| Belmont                              | Peter Brown               | Public Works Director                               | X   | X   | X   | X   | X   |     | X   | X   | X    | X   | X     |        |     |
| Brisbane                             | Randy Breault             | Public Works Director/City Engineer                 | X   | X   | X   | X   |     |     | X   | X   | X    | X   | X     | X      |     |
| Burlingame                           | Syed Murtuza              | Public Works Director                               | X   | X   | X   | X   | X   | C   | O   | X   | X    | X   |       | X      | C   |
| Colma                                | Brad Donohue              | Director of Public Works and Planning               | X   | O   | O   | X   | X   | A   | X   | O   |      | X   | X     | O      | A   |
| Daly City                            | Richard Chiu              | Public Works Director                               | X   | X   | X   | X   | X   | N   |     | X   | X    | X   | X     | X      | N   |
| East Palo Alto                       | Kamal Fallaha             | City Engineer                                       |     |     |     |     | O   | C   | O   |     |      |     |       | O      | C   |
| Foster City                          | Dante Hall                | Acting Public Works Director                        |     |     | X   |     |     | E   |     | O   | O    |     |       |        | E   |
| Half Moon Bay                        | Maziar Bozorginia         | City Engineer                                       | X   | X   |     | X   | X   | L   | X   | X   | X    |     | X     | X      | L   |
| Hillsborough                         | Paul Willis               | Public Works Director                               | X   | X   | X   | X   | X   | E   |     | X   | X    | X   | X     | X      | E   |
| Menlo Park                           | Nikki Nagaya              | Public Works Director                               | X   | X   |     |     | X   | D   | X   | X   | X    | X   | X     | X      | D   |
| Millbrae                             | Andrew Yang               | Senior Engineer                                     | X   | X   |     | X   | X   |     | X   | X   | X    | X   | X     | X      |     |
| Pacifica                             | Lisa Petersen             | Public Works Director/City Engineer                 | X   | X   | X   | X   | X   |     | X   |     | X    | O   | X     | X      |     |
| Portola Valley                       | Howard Young              | Public Works Director                               | X   |     | X   | X   | X   |     | X   | X   | X    | X   |       | X      |     |
| Redwood City                         | Saber Sarwary             | Supervising Civil Engineer                          |     | O   |     | X   |     |     | X   |     |      |     | X     |        |     |
| San Bruno                            | Jimmy Tan/Hae Won Ritchie | Public Works Director/Acting Public Works Director  | X   | X   | X   | X   | O   |     | X   | X   | X    | X   | X     | X      |     |
| San Carlos                           | Steven Machida            | Public Works Director                               | X   | X   | X   | X   | X   |     | X   | X   | X    | X   | X     | X      |     |
| San Mateo                            | Azalea Mitch              | Public Works Director                               | X   | X   | X   | X   | X   |     | X   |     | X    | X   |       | X      |     |
| South San Francisco                  | Eunejune Kim              | Public Works Director                               |     |     |     | O   | X   |     | X   | X   | X    | X   | X     | X      |     |
| Woodside                             | Sean Rose                 | Public Works Director                               | X   | X   | X   | X   | X   |     | X   |     |      | X   | X     | X      |     |
| San Mateo County                     | Jim Porter/Ann Stillman   | Public Works Director/Interim Public Works Director | X   | O   | X   | X   | X   |     | O   | X   | X    | X   | X     | X      |     |
| Regional Water Quality Control Board | Tom Mumley                | Assistant Executive Officer                         |     |     |     |     |     |     |     |     |      |     |       |        |     |

- X - Committee Member Attended
- O - Other Jurisdictional Representative Attended
- Y - Designated Alternate Attended
- No Committee Meeting
- N/A - Not on Committee
- ☐ No Quorum

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of Resolution 22-07 authorizing the C/CAG Executive Director to execute the Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority (SMCTA) and C/CAG, and COOPERATIVE AGREEMENT between C/CAG, CALTRANS and SMCTA for the US 101/SR 92 Interchange Area Improvement Project.

(For further information, contact Van Dominic Ocampo at vocampo@smcgov.org)

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### RECOMMENDATION

Review and approve Resolution 22-07 authorizing the C/CAG Executive Director to execute the Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority (SMCTA) and C/CAG, and COOPERATIVE AGREEMENT between C/CAG, CALTRANS and SMCTA, for the US 101/SR92 Interchange Area Improvement Project.

It is also recommended that the C/CAG Board authorize the Executive Director to negotiate the final terms of said MOU and COOPERATIVE AGREEMENT prior to its execution by the C/CAG Executive Director, subject to approval as to form by legal counsel.

### FISCAL IMPACT

There is no fiscal impact with the execution of the MOU with SMCTA and COOPERATIVE AGREEMENT between C/CAG, Caltrans and SMCTA. The Project Plans, Specifications & Estimate (PS&E) Phase is estimated to cost \$3,950,000, while the ROW Phase is estimated at \$225,000.

On October 14, 2021, C/CAG Board approved the 2022 State Transportation Improvement Program (STIP) that directed \$3,217,000 of STIP funds to partially fund the PS&E Phase of the Project. On December 2, 2021 the SMCTA Board approved a total of \$5,075,000 of Measure W money for the PS&E, ROW and Construction (CON) Phases of this Project.

### SOURCE OF FUNDS

State Transportation Improvement Program in the amount of \$3,217,000 and Measure W Highway Program Funds in the amount of \$5,075,000 (\$750,000 for PS&E; \$200,000 for ROW; \$4,125,000 for CON).

### BACKGROUND

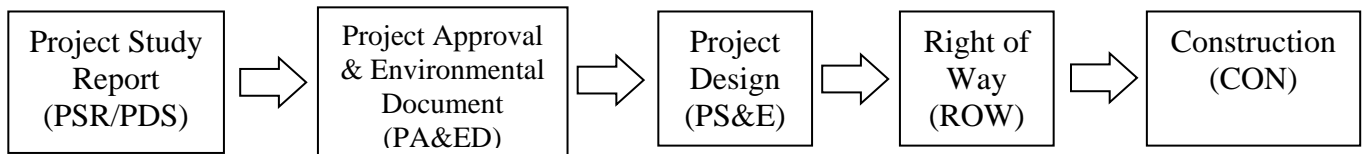
The US 101/SR 92 Interchange (Interchange) is a major facility that serves both regional traffic and local street connections. During AM and PM peak traffic periods, motorists experience substantial delay and congestion at the Interchange and its vicinity, caused by heavy traffic volume, inadequate capacity, and inefficient weaving and merging at the ramp connectors.



On August 9, 2012, the C/CAG Board approved Resolution 12-46 authorizing the acceptance of funds and execution of grant agreements with SMCTA for project feasibility studies and project study documents associated with four highway projects, including the US 101/SR 92 Interchange Improvement Preliminary Planning Study (PPS). In June of 2016, the PPS, which studied the traffic congestion and identified a number of near-term and long-term alternatives to address congestion and safety concerns at the Interchange (and its vicinity) was completed. Near-term “Area” Improvements focus on non-complex alternatives that improve local access from US 101 and provide operational improvements that reduce weaving conflicts and improve safety, with relatively low implementation costs, while Long-term “Direct Connector” Improvements are more complex, involve construction of new structures, take longer time to implement, and are more costly.

**CALTRANS’ PROJECT APPROVAL PROCESS (TYPICAL)**

Projects must follow the typical sequential process shown below:



On October 29, 2019, the Project Study Report/Project Development Supports (PSR/PDS) for the Area Improvement Project was approved by Caltrans. This allowed the Project to proceed with the Project Approval and Environmental Document (PA&ED) Phase. On September 8, 2021, the PA&ED Phase was completed with Caltrans’ approval and execution of the Project Report (PR), which also authorized the Project to proceed with the Plans, Specifications and Estimate (PS&E) Phase. It is estimated that the PS&E Phase will cost \$3,950,000; State Transportation Improvement Program (STIP) funding in the amount of \$3,217,000 has been previously approved by the C/CAG Board via the approval of the 2022 STIP to partially pay for the PS&E Phase.

On August 6, 2021, SMCTA issued a call for project nominations for its Measure A and/or Measure W Highway Program. In response, CCAG and SMCTA staff submitted a grant application for the PS&E, ROW and CON Phases totaling \$5,075,000 (PS&E-\$750,000, ROW-\$200,000 and CON-\$4,125,000). On December 2, 2021, the SMCTA Board awarded the Project the requested \$5,075,000 in Measure W funds. The attached MOU is required by SMCTA in order to make the funds available for the Project.

Both C/CAG and SMCTA will continue to be Project Co-sponsors with Caltrans as the Implementing Agency for both the PS&E and ROW Phases. Caltrans requires that a COOPERATIVE AGREEMENT be executed for each phase of work to document the Roles and Responsibilities of each participating agency. The attached COOPERATIVE AGREEMENT covers the PS&E and ROW Phases only, a separate COOPERATIVE AGREEMENT will have to be entered into by the parties for the CON Phase.

**ATTACHMENTS**

1. Resolution 22-07
2. Memorandum of Understanding (MOU) between San Mateo County Transportation Authority and City/County Association of Governments of San Mateo County for the Implementation of the US 101/SR92 Interchange Area Improvement Project.
3. COOPERATIVE AGREEMENT

**RESOLUTION 22-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (TA), AND COOPERATIVE AGREEMENT BETWEEN C/CAG, CALTRANS AND TA FOR THE US 101/SR 92 INTERCHANGE AREA IMPROVEMENTS PROJECT**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, C/CAG received \$500,000 in Measure A funds as part of the 2012 Highway Program Call for Projects for the Preliminary Planning phase of the US 101/SR 92 Interchange Area Improvements Project; and

**WHEREAS**, C/CAG, in partnership with the TA, City of Foster City, and City of San Mateo, completed a Preliminary Planning Study (PPS) in June 2016 that identified multiple short-term and long-term improvement needs to address existing and future traffic congestion at the US 101/SR 92 Interchange and vicinity; and

**WHEREAS**, the TA, in coordination with C/CAG, City of San Mateo, and City of Foster City, implemented the Project Initiation Document (PID) phase and completed the Project Study Report/ Project Development Support (PSR-PDS) that was approved by CALTRANS on October 29, 2019, which allowed the Project to advance to the Project Approval and Environmental Document (PA&ED) Phase; and

**WHEREAS**, CALTRANS, in coordination with C/CAG and the TA, implemented the PA&ED Phase and approved the Project Report (PR) on September 8, 2021 to complete the PA&ED Phase.

**WHEREAS**, the Approval and execution of the PR authorizes the Project to proceed to the Plans, Specification and Estimate (PS&E) and Right-of-Way (ROW) Phases; and

**WHEREAS**, C/CAG administers State Transportation Improvement Program (STIP) funds for San Mateo County; and

**WHEREAS**, on October 14, 2021, the C/CAG Board of Directors adopted Resolution 21-76 approving the 2022 STIP and which directed \$3,217,000 in STIP funds toward the PS&E Phase of the Project; and

**WHEREAS**, on December 2, 2021, the TA Board of Directors approved a total of \$5,075,000 of Measure W (\$750,000 for PS&E, \$200,000 for ROW, and \$4,125,000 for Construction) for the Project; and

**WHEREAS**, C/CAG and the TA wish to continue co-sponsoring the Project; and

**WHEREAS**, a Memorandum of Understanding with the TA is required in order to access the

\$5,075,000 (\$750,000 for PS&E, \$200,000 for ROW, and \$4,125,000 for Construction) of Measure W funds and to document the partnership and funding obligation of the co-sponsors of the Project for the PS&E, ROW and CONS Phases; and

**WHEREAS**, a Cooperative Agreement between C/CAG, Caltrans and the TA is required to document the obligations and responsibilities of C/CAG and the TA as Project co-sponsors and Caltrans as implementing agency for the PS&E and ROW Phases.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Executive Director is authorized to execute the MOU with the TA and the Cooperative Agreement between C/CAG, Caltrans and the TA for the US 101/SR 92 Interchange Area Improvements Project and further authorize the Executive Director to negotiate the final terms of said MOU and Cooperative Agreement prior to its execution by the C/CAG Executive Director, subject to approval as to form by legal counsel.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF FEBRUARY 2022.**

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*Marie Chuang, Chair*

**Memorandum of Understanding (MOU)**  
**between**  
**San Mateo County Transportation Authority**  
**and**  
**City/County Association of Governments of San Mateo County**  
**for the Implementation of the**  
**US 101/SR 92 Interchange Area Improvement Project**

This memorandum of understanding (MOU) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, (Execution Date) by and between the San Mateo County Transportation Authority (TA and Co-Sponsor) and the City/County Association of Governments of San Mateo County (C/CAG and Co-Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

**WHEREAS**, the Measure W Congestion Relief Plan designates twentytwo and one-half percent of Measure W funds to fund highway projects throughout the County; and

**WHEREAS**, on August 6, 2021, the TA issued a call for projects for the Highway Program; and

**WHEREAS**, in response to the call for projects, Parties requested that the TA provide \$5,075,000 in funds for design, right of way , and construction for the US 101/SR 92 Interchange Area Improvement Project (Project); and

**WHEREAS**, the Project meets the intent of the 2018 Congestion Relief Plan and the TA's Strategic Plan 2020-2024; and

**WHEREAS**, on December 2, 2021, the TA's Board of Directors programmed and allocated up to \$5,075,000 from the Measure W Highway Program Category [\$750,000 for Plans, Specifications and Estimates (PS&E), \$200,000 for Right-Of-Way (ROW) and \$4,125,000 for Construction (CON) phases] of the Project through Resolution 2021-33; and

**WHEREAS**, the Parties will ensure the contribution of \$31,700,000 in local, state, federal, or other grant matching funds for a total project scope of work cost of \$36,775,000; and

**WHEREAS**, the Parties desire the California Department of Transportation (Caltrans) to implement the Scope of Work as described in Section A-2, below.

**WHEREAS**, the Parties and Caltrans collectively have signed the Cooperative Agreement that specifies the roles and responsibilities of each party for the PSE and ROW Phases including Caltrans' responsibilities as the implementing agency.

**Now, THEREFORE, the Parties to this MOU agree as follows:**

**A. Project Description and Scope**

1. Project Description: This Project is the US 101/SR 92 Area Improvement Project (Project). This Project will construct congestion relief improvements at the US 101/SR 92 interchange area and its vicinity. It includes four build improvements that can be implemented together or independently. These are: 1) WB SR 92 to SB US 101 loop ramp and structure widening; 2) NB and SB US 101 to EB SR 92 merging and restriping; 3) SB US 101 Fashion Island off-ramp; 4) NB US 101 at Hillsdale Blvd. off-ramp and intersection modification and widening.
2. Scope of Work. The full Scope of Work includes the Plans, Specifications and Estimate (PS&E) Right-of-Way (ROW) and Construction (CON) Phases in accordance with the Caltrans Project Development Procedures Manual.
3. Limited to Scope of Work. This MOU is intended to cover the Scope of Work that consists of PS&E ROW and CONS Phases. Any changes to the roles and responsibilities for any of the mentioned phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

**B. Funding and Payment**

1. Funding Commitment. The TA will provide up to \$5,075,000 of Measure W Highway Program funds towards the implementation of the Scope of Work:
2. Cost Savings. Any cost savings of the Measure W funds allocated for the Scope of Work will revert to the Measure W Highway Program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.
3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the TA will identify the additional amounts needed and review those estimates with the C/CAG. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work. If additional funding is needed due to a change in the Scope of Work, as requested by either Parties, SMCTA will identify the additional amounts needed and review those estimates with the C/CAG. In such case, it is the responsibility of the Parties to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

### C. Term

1. Term of Agreement. This MOU is effective upon the Execution Date, and will terminate upon the earliest of: (a) 6 months after written acceptance/endorsement of the Parties of the completion of the Scope of Work, (b) termination by either Party pursuant to section C-3 or C-4 or C-5, or (c) June 30, 2025.
2. Time of Performance. This Project Scope of Work must be completed no later than June 30, 2025.
3. Termination by C/CAG. C/CAG may at any time, with or without cause, terminate the MOU by giving ten (10) days' written notice to the TA. C/CAG will reimburse the TA for all funds expended by the TA in connection with the Scope of Work, and for all costs incurred by the TA in connection with the termination, within ninety (90) days of the TA's submission to C/CAG of a detailed statement of such payments and costs.
4. Termination by the TA. The TA may at any time terminate the MOU, with or without cause, by giving ten (10) days' written notice of such termination to C/CAG. If the TA terminates the MOU for C/CAG's default, C/CAG will reimburse the TA for all funds expended by the TA in connection with performance of this MOU. If the TA terminates the MOU for convenience, the TA will reimburse C/CAG all costs and expenses incurred by C/CAG as a result of such termination.
5. Termination by the Parties. If it is mutually agreed by the Parties that it would be in their mutual best interests to terminate or suspend work on the Project, neither Party may seek nor be entitled to receive further reimbursement for any costs or expenses incurred in connection with the Scope of Work nor termination of this MOU.
6. Expiration of the TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution to the Project as established in Section B-1 above or upon termination of this MOU under Section C-1 above, whichever occurs first.

### D. TA Responsibilities

1. The TA will make available to the Project up to \$5,075,000 of Measure W funds [\$750,000 for Plans, Specifications and Estimates (PS&E), \$200,000 for Right-Of-Way (ROW) and \$4,125,000 for Construction (CON) phases] for the Scope of Work.
2. The TA will act as a party along with the C/CAG and execute Cooperative Agreements with Caltrans for services associated with the Scope of Work.

### E. Co-Sponsor Responsibilities

1. The Co-sponsor will perform and complete the Scope of Work, through the services of Caltrans.
2. The Co-sponsor will be responsible for championing the effort of obtaining political and public support for the Project.
3. The Co-sponsor will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
4. The Co-sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
5. The Co-sponsor will actively participate in the Project Development Team (PDT) meetings related to the Scope of Work.
6. The Co-Sponsor will prepare and provide to the TA status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
7. The Co-Sponsor may, at its discretion, review the work products and deliverables produced by Caltrans and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject the work performed.
8. The Co-sponsor will approve or endorse, in writing, the final deliverables or work products produced by the Caltrans and/or its contractors/consultants for the Scope of Work.
9. The Co-sponsor will review progress reports prepared and provided by Caltrans.
10. The Co-sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of Measure W funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of Measure W funds on the Project.
11. The Co-sponsor will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU. The Co-Sponsor will also track the accumulation and expenditure of Measure W funds allocated for Scope of Work, and process other documentation of expenditures in compliance with the TA accounting and budgeting requirements.
12. For purposes of delivering the Scope of Work, the Co-Sponsor agrees to:
  - a. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;

- b. Provide technical oversight for performance of the Scope of Work;
- c. Lead coordination with Caltrans and other permitting agencies as necessary for the Scope of Work;
- d. Obtain the necessary permits and approvals required for the Scope of Work;
- e. Organize and facilitate regular meetings of a PDT comprised of various Caltrans functional units, the TA and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
- f. Keep the TA apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
- g. Consult with the TA where necessary/appropriate.

#### F. Third Party Roles

1. Third Party Roles. Caltrans, as owner operator of the facility proposed for modification is responsible for preparing, reviewing and approving the PS&E ROW and CONS documents of the Project.
2. Other Agreements. Cooperative Agreements must be executed between Caltrans and the Parties that lists the terms and conditions, roles and responsibilities and fee payment associated with Caltrans' review and approval of the PS&E, ROW and CONS documents.

#### G. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.



3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

#### H. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the Parties under this MOU, are the joint property of the Parties. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. C/CAG must include attribution that indicates work was funded by Measure W funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure W funds. Acceptable forms of attribution include the TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by both Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
9. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
10. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
11. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.
12. Counterparts. This MOU may be executed in counterparts.
13. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
14. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices will be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA:                      San Mateo County Transportation Authority  
                                     1250 San Carlos Avenue  
                                     P.O. Box 3006  
                                     San Carlos, CA 94070-1306  
                                     Attn: Dora Seamans  
    District/TA Secretary

To Co-Sponsor:            City/County Association of Governments of San Mateo County  
    555 County Center, 5th Floor  
    Redwood City, CA 94063  
    Attn: Van Dominic Ocampo  
    Transportation Systems Coordinator

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

[MONTH/YEAR] HIGHWAY PROGRAM 2021 CALL FOR PROJECTS  
 San Mateo County Transportation Authority/ [SPONSOR]  
 [PROJECT NAME]

**SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY**

---

Carter Mau  
Acting Executive Director

**Approved as to form and procedure:**

---

Shayna Van Hoften  
Attorney

DRAFT

**CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS OF SAN MATEO**

---

Sean Charpentier  
Executive Director

**Attest:**

---

Mima Crume  
Clerk of C/CAG Board

**Approved as to form and procedure:**

---

Melissa Andrikopoulos  
Legal Counsel for C/CAG

## COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Mateo County Transportation Authority, a public corporation/entity, referred to hereinafter as SMCTA: and

City/County Association of Governments of San Mateo County, referred to hereinafter as C/CAG.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *the US 101/SR 92 Interchange Area Improvement Project will construct congestion relief improvements at the US 101/SR 92 interchange area. It includes four build improvements that can be implemented together or independently. These are: 1) WB SR 92 to SB US 101 loop ramp and structure widening 2) NB and SB US 101 to EB SR 92 merging and restriping 3) SB US 101 Fashion Island Off-ramp 4) NB US 101 at Hillsdale Blvd. off-ramp and intersection modification and widening*, and will be collectively referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
  - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
  - RIGHT-OF-WAY (ROW)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS is developing the Categorical Exemption (Cooperative Agreement No. 04-2766).
  - CALTRANS is developing the Categorical Exclusion (Cooperative Agreement No. 04-2766).
  - C/CAG & SMCTA completed the Project Initiation Document on October 29, 2019 (Cooperative Agreement No. 04-2728).
  - CALTRANS is developing the Project Report (Cooperative Agreement No. 04-2766).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. C/CAG and SMCTA will co-sponsor the WORK included in this AGREEMENT in the following percentages:

| PROJECT COMPONENT | C/CAG | SMCTA |
|-------------------|-------|-------|
| PS&E              | 50%   | 50%   |
| RIGHT-OF-WAY      | 50%   | 50%   |

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CALTRANS is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSORS.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CEQA/NEPA Lead Agency**

17. CALTRANS is the CEQA Lead Agency for the PROJECT.
18. CALTRANS is the NEPA Lead Agency for the PROJECT.



**Environmental Permits, Approvals and Agreements**

- 19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’s responsibilities in this AGREEMENT.
- 20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 21. The PROJECT requires the following environmental permits/approvals:

| <b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>  |
|--|
| 401, Regional Water Quality Control Board  |
| National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board |
| FESA Section 7 USFWS   |
| FESA Section 7 NOAA/NMFS   |

**Plans, Specifications, and Estimate (PS&E)**

- 22. As the PS&E IMPLEMENTING AGENCY, CALTRANS is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 23. CALTRANS will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.
- 24. CALTRANS will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

25. PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents “Ready to List” (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

C/CAG and SMCTA will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents “Ready to List” activities.

### **RIGHT-OF-WAY**

26. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
27. When RIGHT-OF-WAY is funded with State Transportation Improvement Program (STIP) funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.
28. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.
29. CALTRANS will provide Right-of-Way Certification prior to PROJECT advertisement.
30. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
31. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

### **Schedule**

32. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
33. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

## **Additional Provisions**

### *Standards*

34. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Standard Environmental Reference
  - Highway Design Manual
  - Right of Way Manual

### *Qualifications*

35. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
36. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

### *Protected Resources*

37. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

38. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

39. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

40. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

41. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
42. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

43. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. C/CAG and SMCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

44. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

C/CAG, SMCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS, SMCTA and C/CAG each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. C/CAG and SMCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

45. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

### Claims

46. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
47. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

48. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

49. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
50. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

51. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), SMCTA and C/CAG will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

52. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
53. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

54. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

#### Penalties, Judgements and Settlements

55. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
56. The cost of legal challenges to the environmental process ~~or~~ are considered WORK costs.
57. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

#### Environmental Compliance

58. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

### **GENERAL CONDITIONS**

59. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

#### **Venue**

60. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

61. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

62. Neither CALTRANS, C/CAG, nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SMCTA under this AGREEMENT. It is understood and agreed that SMCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, C/CAG and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
63. Neither SMCTA, C/CAG, nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SMCTA, C/CAG and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
64. Neither CALTRANS, SMCTA, nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by C/CAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon C/CAG under this AGREEMENT. It is understood and agreed that C/CAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, SMCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by C/CAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.



**Non-parties**

65. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
66. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

**Ambiguity and Performance**

67. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

68. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

**Defaults**

69. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

**Dispute Resolution**

70. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive ~~Officers~~ Directors of C/CAG & SMCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

71. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

72. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**Contact Information**

**CALTRANS**

Kerry Morgan, Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 290-6929  
Email: [kerry.morgan@dot.ca.gov](mailto:kerry.morgan@dot.ca.gov)

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO**

Van Dominic Ocampo, Transportation System Coordinator  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Office Phone: (650) 599-1460  
Email: [vocampo@smcgov.org](mailto:vocampo@smcgov.org)

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY**

Arul Erwin, Project Manager  
1250 San Carlos Avenue  
San Carlos, CA 94070  
Office Phone: (650) 622-7897  
Email: [aerwin@samtrans.com](mailto:aerwin@samtrans.com)

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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Helena (Lenka) Culik-Caro  
Deputy District Director, Design

**Verification of funds and authority:**

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Jeffrey Kuehnel  
District Budget Manager

**Certified as to financial terms and policies:**

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Nadine Karavan  
HQ Accounting Supervisor

**SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY**

---

Carter Mau  
Acting Executive Director

**Attest:**

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Dora Seamans  
Authority Secretary

**Approved as to form and procedure:**

---

Shayna Van Hoften  
Attorney

**CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS OF SAN MATEO**

---

Sean Charpentier  
Executive Director

**Attest:**

---

Mima Crume  
Clerk of C/CAG Board

**Approved as to form and procedure:**

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Melissa Andrikopoulos  
Legal Counsel for C/CAG

**FUNDING SUMMARY NO. 01**

| <b><u>FUNDING TABLE</u></b>         |       |                   |                        |                        |             |           |
|-------------------------------------|-------|-------------------|------------------------|------------------------|-------------|-----------|
| <b><u>IMPLEMENTING AGENCY →</u></b> |       |                   | <b><u>CALTRANS</u></b> | <b><u>CALTRANS</u></b> |             |           |
| Source                              | Party | Fund Type         | PS&E                   | R/W SUPPORT            | R/W CAPITAL | Totals    |
| STATE                               | C/CAG | STIP/RIP          | 3,200,000              | 0                      | 0           | 3,200,000 |
| LOCAL                               | SMCTA | Measure <u>AW</u> | 750,000                | 75,000                 | 125,000     | 950,000   |
| Totals                              |       |                   | 3,950,000              | 75,000                 | 125,000     | 4,150,000 |

| v 221                          |                 |              |              |                 |              |              |                 |           |
|--------------------------------|-----------------|--------------|--------------|-----------------|--------------|--------------|-----------------|-----------|
| <b><u>SPENDING SUMMARY</u></b> |                 |              |              |                 |              |              |                 |           |
| Fund Type                      | PS&E            |              |              | R/W Support     |              |              | R/W CAPITAL     | Totals    |
|                                | <u>CALTRANS</u> | <u>SMCTA</u> | <u>C/CAG</u> | <u>CALTRANS</u> | <u>SMCTA</u> | <u>C/CAG</u> | <u>CALTRANS</u> |           |
| STIP/RIP                       | 3,200,000       | 0            | 0            | 0               | 0            | 0            | 0               | 3,200,000 |
| Local (Measure <del>AW</del> ) | 750,000         | 0            | 0            | 75,000          | 0            | 0            | 125,000         | 950,000   |
| <b>Totals</b>                  | 3,950,000       | 0            | 0            | 75,000          | 0            | 0            | 125,000         | 4,150,000 |



**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

**Invoicing and Payment**

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SMCTA or C/CAG will pay invoices within five (5) calendar days of receipt of invoice.
6. If SMCTA or C/CAG has received EFT certification from CALTRANS then SMCTA or C/CAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. CALTRANS will draw from state and federal funds that are provided by C/CAG without invoicing SMCTA or C/CAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
8. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

*Plans, Specifications, and Estimate (PS&E)*

9. CALTRANS will invoice SMCTA for a \$250,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SMCTA will reimburse for actual costs incurred and paid.

*RIGHT-OF-WAY Support*

10. CALTRANS will invoice SMCTA for a \$5,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and SMCTA will reimburse for actual costs incurred and paid.

*RIGHT-OF-WAY Capital*

11. CALTRANS will invoice SMCTA for a \$10,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and SMCTA will reimburse for actual costs incurred and paid.

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of Resolution 22-08 authorizing the C/CAG Executive Director to execute the Memorandum Of Understanding between the San Mateo County Transportation Authority (SMCTA) and C/CAG for the US 101 Managed Lane Project, North of I-380.

(For further information or questions, contact Van Dominic Ocampo at vocampo@smcgov.org)

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### RECOMMENDATION

Review and approve Resolution 22-08 authorizing the C/CAG Executive Director to execute the Memorandum Of Understanding (MOU) between the San Mateo County Transportation Authority (SMCTA) and C/CAG for the US 101 Managed Lane Project, North of I-380.

### FISCAL IMPACT

The estimated cost for the PS&E and ROW Phases is \$16,800,000 each, for a total of \$33,600,000. On October 14, 2021, C/CAG Board approved the 2022 State Transportation Improvement Program (STIP) that programmed \$5,477,000 and \$1,700,000 in STIP funds toward the Project PS&E and ROW Phases, respectively.

On December 2, 2021, the SMCTA Board approved Measure A money in the amount of \$11,323,000 for PS&E and another \$15,100,000 for ROW, making the funding for both project phases whole.

### SOURCE OF FUNDS

State Transportation Improvement Program Funds and Measure A Funds

### PROJECT BACKGROUND

In October 2012, C/CAG was awarded Measure A funds to develop the Project Study Report (PSR) for the US 101 Auxiliary Lane Project, from Oyster Point to the San Francisco County Line. The PSR was approved by Caltrans in early June 2015.

In October 2015, through a Highway Program call for project, \$8,000,000 of Measure A funds was awarded to the said project to complete the environmental phase with C/CAG as the project sponsor and SMCTA as the implementing agency. It is at about the same time, the US 101 Managed Lane Project, South of I-380, was expanded to include an express lanes alternative to the project.

During the scoping meetings for the US 101 Auxiliary Lane Project, Caltrans, C/CAG and SMCTA

received several inquiries about plans to extend the US 101 Managed Lane Project further north to the County Limit Line with San Francisco, but in order to do so, the PSR, which precedes the environmental study, must be modified to include a managed lane option, to ensure that corridor continuity is considered.

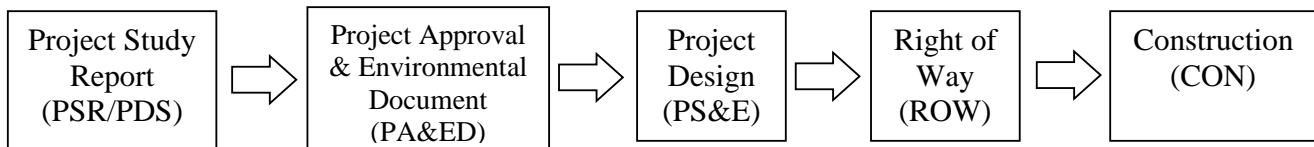
In addition, San Francisco County Transportation Authority (SFCTA) approached C/CAG and SMCTA about jointly funding a Managed Lane Project Study Report from I-380 to downtown San Francisco via US 101 (in San Mateo County and southern portion of San Francisco County) and the I-280 (in San Francisco County to King Street).

On December 14, 2017, C/CAG Board approved the reallocation of \$1,000,000 out of the \$8,000,000 previously allocated for the environmental phase towards the development of a joint PSR with SFCTA that extends the southern project limit of the Auxiliary Lane Project from Oyster Point to I-380 and includes a Managed Lane alternative.

On April 12, 2018, the C/CAG Board approved Resolution 18-18 executing a Memorandum of Understanding (MOU) with SMCTA to co-sponsor the Project Study Phase (PSP) of the Managed Lane Project North of I-380 in collaboration with SFCTA. SFCTA led the effort for the PSP.

#### **CALTRANS' PROJECT APPROVAL PROCESS (TYPICAL)**

Projects must follow the typical sequential process shown below:



#### **PROJECT STATUS**

On October 18, 2019 Caltrans approved the Project Study Report-Project Development Supports (PSR-PDS) for the Managed Lane North of I-380, which superseded the PSR for the Auxiliary Lane completed in 2015. The approval of the PSR-PDS, allowed the project to move forward to the next project phase, the environmental phase or Project Approval and Environmental Document (PA&ED) Phase. However, due to varying project schedule, priority and policy, both San Mateo and San Francisco staff decided that it will be best for the project to proceed separately during the PA&ED Phase. The project team has identified a logical-termini near the San Mateo/San Francisco County Line, which Caltrans Highway Operations has approved. Currently, the PA&ED Phase of San Mateo's segment is well underway with completion scheduled for early 2023. Once the PA&ED Phase is completed the project is able to proceed with the PS&E Phase as well as the ROW Phase. Although the Project is still in the PA&ED Phase, the Project does not anticipate needing to acquire any private property, the budget for ROW may be used for utility relocation work.

The attached Draft MOU with SMCTA covers the PS&E and ROW Phases of the Managed Lane North of I-380 Project. C/CAG and SMCTA will remain as project co-sponsors, with SMCTA as the implementing agency and Caltrans performing project oversight.

The Draft MOU has been reviewed by staff and C/CAG legal counsel and is available on-line. It is also recommended that the C/CAG Executive Director be authorized to negotiate final terms, subject

to the C/CAG legal counsel approval, and prior to execution by the C/CAG Executive Director.

**ATTACHMENTS**

- 1.) Resolution 22-08
- 2.) Draft Memorandum Of Understanding between C/CAG and the San Mateo County Transportation Authority for the Plans, Specifications and Estimate Phase and Right Of Way Phase of the US 101 Managed Lane Project North of I-380.

## RESOLUTION 22-08

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) FOR THE PLANS, SPECIFICATIONS AND ESTIMATE PHASE AND RIGHT OF WAY PHASE OF THE MANAGED LANES PROJECT NORTH OF INTERSTATE 380**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, in October 2012, C/CAG was awarded Measure A funds to develop the Project Study Report (PSR) for the US 101 Auxiliary Lane Project, from Oyster Point to the San Francisco County Line.; and

**WHEREAS**, during the scoping meetings for the US 101 Auxiliary Lane Project, Caltrans, C/CAG and SMCTA received several inquiries about plans to extend the US 101 Managed Lane Project further north from Interstate 380 to the County Limit Line with San Francisco, to ensure that corridor continuity is considered; and

**WHEREAS**, on December 14, 2017, C/CAG Board approved the reallocation of \$1,000,000 out of the \$8,000,000 previously allocated for the environmental phase of the US 101 Auxiliary Lane Project towards the development of a joint PSR with San Francisco County Transportation Authority (SFCTA) that extends the southern project limit of the Auxiliary Lane Project from Oyster Point to I-380 and includes a Managed Lane alternative; and

**WHEREAS**, on October 18, 2019 Caltrans approved the Project Study Report-Project Development Supports (PSR-PDS) for the Managed Lane North of I-380, which superseded the PSR for the Auxiliary Lane, and allowed the project to move forward to the Project Approval and Environmental Document (PA&ED) Phase; and

**WHEREAS**, due to varying project schedule, priority and policy, both San Mateo and San Francisco staff decided that it will be best for the project to proceed separately during the PA&ED Phase; and

**WHEREAS**, Caltrans has approved a logical-termini near the San Mateo/San Francisco County Line, which has been set as the project limit; and

**WHEREAS**, C/CAG and SMCTA wish to remain Co-Sponsors of the US 101 Managed Lanes Project North of I-380 for the PA&ED and ROW Phases, with SMCTA as the Implementing Agency and Caltrans performing project oversight; and

**WHEREAS**, the PA&ED Phase for the San Mateo segment of the Project is well underway with completion scheduled for early 2023; and

**WHEREAS**, the estimated costs to complete both the Plans, Specification and Estimate Phase and the Right-of Way Phase for the Project is \$16,800,000 each, for a total of \$33,600,000; and

**WHEREAS**, on October 14, 2021, the C/CAG Board of Directors adopted Resolution 21-76 approving the 2022 State Transportation Improvement Program (STIP) that direct \$5,477,000 and \$1,700,000 in STIP funds toward the completion of the P&E and ROW Phases of the Project; and

**WHEREAS**, on December 2, 2021, the SMCTA Board of Directors approved the use of Measure A funds in the amounts of \$11,323,000 for PS&E Phase and \$15,100,000 for ROW Phase, making the funding for both project phases whole; and

**WHEREAS**, C/CAG and SMCTA wish to continue the partnership and co-sponsor the PS&E Phase of the Project; and

**WHEREAS**, a Memorandum of Understanding with SMCTA is required to document the partnership and funding obligation of the co-sponsors of the PROJECT for the PS&E and ROW Phases; and

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Executive Director is authorized to execute the MOU with SMCTA for the PS&E and ROW Phases of the US 101 Managed Lanes Project North of I-380 and further authorize the Executive Director to negotiate the final terms of said MOU prior to its execution by the C/CAG Executive Director, subject to approval as to form by legal counsel.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF FEBRUARY 2022.**

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*Marie Chuang, Chair*



**Memorandum of Understanding (MOU)**  
**between**  
**San Mateo County Transportation Authority**  
**and**  
**City/County Association of Governments of San Mateo County**  
**for the Implementation of the**  
**US 101 Managed Lanes Project North of Interstate 380**

This memorandum of understanding (MOU) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, (Execution Date) by and between the San Mateo County Transportation Authority (TA and Co-Sponsor) and the City/County Association of Governments of San Mateo County (C/CAG and Co-Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

**WHEREAS**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

**WHEREAS**, on August 6, 2021, the TA issued a call for projects for the Highway Program; and

**WHEREAS**, in response to the call for projects, Parties requested that the TA provide \$26,423,000 in funds for design and right of way phases of the US101 Managed Lanes Project North of Interstate 380 (Project); and

**WHEREAS**, the Project meets the intent of the 2018 Congestion Relief Plan and the TA's Strategic Plan 2020-2024; and

**WHEREAS**, on December 2, 2021, the TA Board of Directors programmed and allocated up to \$26,423,000 from the Measure A Highway Program Category [\$11,323,000 for Plans, Specifications and Estimates (PS&E) and \$15,100,000 for Right-Of-Way (ROW) phases] of the Project through Resolution 2021-33; and

**WHEREAS**, the Parties will ensure the contribution of \$7,177,000 in local, state, federal, or other grant matching funds for a total project scope of work cost of \$33,600,000; and

**WHEREAS**, the Parties desire the TA to implement the Scope of Work as described in Section A-2, below.

**WHEREAS**, the Parties and Caltrans collectively will sign the Cooperative Agreement that specifies the roles and responsibilities of each party for the PS&E and ROW Phases.

**Now, THEREFORE, the Parties to this MOU agree as follows:**

A. Project Description and Scope

1. Project Description: The Project proposes to construct an approximately 7-mile managed lane (ML) facility, defined as high-occupancy vehicle (HOV) lanes and/or high-occupancy toll (HOT) lanes, on northbound and southbound US 101 within San Mateo County, from one mile south of the of the US 101/Interstate 380 (I-380) Interchange to the San Mateo/San Francisco County Line.
2. Scope of Work. The full Scope of Work includes the Plans, Specifications and Estimate (PS&E) and Right-of-Way (ROW) Phases in accordance with the Caltrans Project Development Procedures Manual.
3. Limited to Scope of Work. This MOU is intended to cover the Scope of Work that consists of PS&E and ROW Phases. Any changes to the roles and responsibilities for any of the mentioned phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

B. Funding and Payment

1. Funding Commitment. The TA will provide up to \$26,423,000 (\$11,323,000 for PS&E and \$15,100,000 for ROW phases) of Measure A Highway Program funds towards the implementation of the Scope of Work:
2. Cost Savings. Any cost savings of the Measure A funds allocated for the Scope of Work will revert to the Measure A Highway Program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.
3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the TA will identify the additional amounts needed and review those estimates with C/CAG. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work. If additional funding is needed due to a change in the Scope of Work, as requested by either Parties, the TA will identify the additional amounts needed and review those estimates with C/CAG. In such case, it is the responsibility of the Parties to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

### C. Term

1. Term of Agreement. This MOU is effective upon the Execution Date, and will terminate upon the earliest of: (a) 6 months after written acceptance/endorsement of the Parties of the completion of the Scope of Work, (b) termination by either Party pursuant to section C-3 or C-4 or C-5, or (c) November 30, 2025.
2. Time of Performance. This Project Scope of Work must be completed no later than November 30, 2025.
3. Termination by C/CAG. C/CAG may at any time, with or without cause, terminate the MOU by giving ten (10) days' written notice to the TA. C/CAG will reimburse the TA for all funds expended by the TA in connection with the Scope of Work, and for all costs incurred by the TA in connection with the termination, within ninety (90) days of the TA's submission to C/CAG of a detailed statement of such payments and costs.
4. Termination by the TA. The TA may at any time terminate the MOU, with or without cause, by giving ten (10) days' written notice of such termination to C/CAG. If the TA terminates the MOU for C/CAG's default, C/CAG will reimburse the TA for all funds expended by the TA in connection with performance of this MOU. If the TA terminates the MOU for convenience, the TA will reimburse C/CAG all costs and expenses incurred by C/CAG as a result of such termination.
5. Termination by the Parties. If it is mutually agreed by the Parties that it would be in their mutual best interests to terminate or suspend work on the Project, neither Party may seek nor be entitled to receive further reimbursement for any costs or expenses incurred in connection with the Scope of Work nor termination of this MOU.
6. Expiration of the TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution to the Project as established in Section B-1 above or upon termination of this MOU under Section C-1 above, whichever occurs first.

### D. TA Responsibilities

1. The TA will make available to the Project up to \$26,423,000 of Measure A Highway Program Funds (\$11,323,000 for PS&E and \$15,100,000 ROW phases) for the Scope of Work.
2. The TA will be the implementing agency for the Scope of Work with Caltrans providing project oversight.
3. The TA will act as a party along with the C/CAG and execute a Cooperative Agreement with Caltrans for project oversight associated with the Scope of Work.

4. The TA will prepare and provide the status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
5. The TA agrees to:
  - a) Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
  - b) Provide technical oversight for performance of the Scope of Work;
  - c) Lead coordination with Caltrans and other permitting agencies as necessary for the Scope of Work;
  - d) Obtain the necessary permits and approvals required for the Scope of Work;
  - e) Organize and facilitate regular meetings of a PDT comprised of various Caltrans functional units, the TA and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
6. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU in compliance with the TA accounting and budgeting requirements.
7. Keep the Co-sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work.

#### E. Parties Responsibilities

1. The Parties will be responsible for championing the effort of obtaining political and public support for the Project.
2. The Parties will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
3. The Parties will actively participate in the Project Development Team (PDT) meetings related to the Scope of Work.

#### F. Co-Sponsor Responsibilities

1. The Co-sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.

- a) The Co-Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject the work performed.
  - b) The Co-sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA or its contractors/consultants for the Scope of Work.
  - c) The Co-sponsor will review progress reports prepared and provided by the TA.
  - d) The Co-sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of Measure A funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of Measure A funds on the Project.
4. Consult with the TA where necessary/appropriate.

#### G. Third Party Roles

1. Third Party Roles. Caltrans, as owner operator of the facility proposed for modification is responsible for preparing, reviewing and approving the PS&E and ROW documents of the Project.
2. Other Agreements. Cooperative Agreements must be executed between Caltrans and the Parties that lists the terms and conditions, roles and responsibilities associated with Caltrans' review and approval of the PS&E and ROW documents.

#### H. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.

3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

#### I. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the Parties under this MOU, are the joint property of the Parties. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. C/CAG must include attribution that indicates work was funded by Measure W funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure W funds. Acceptable forms of attribution include the TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by both Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
9. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
10. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
11. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.
12. Counterparts. This MOU may be executed in counterparts.
13. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
14. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices will be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority  
 1250 San Carlos Avenue  
 P.O. Box 3006  
 San Carlos, CA 94070-1306  
 Attn: Dora Seamans  
 District/TA Secretary

To Co-Sponsor: City/County Association of Governments of San Mateo County  
 555 County Center, 5th Floor  
 Redwood City, CA 94063  
 Attn: Van Dominic Ocampo  
 Transportation Systems Coordinator

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY**

---

Carter Mau  
Acting Executive Director

**Approved as to form and procedure:**

---

Shayna Van Hoften  
Attorney

DRAFT



**CITY/COUNTY ASSOCIATION  
OF GOVERNMENTS OF SAN MATEO**

---

Sean Charpentier  
Executive Director

**Attest:**

---

Mima Crume  
Clerk of C/CAG Board

**Approved as to form and procedure:**

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Melissa Andrikopoulos  
Legal Counsel for C/CAG

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of Resolution 22-09 authorizing the C/CAG Executive Director to execute Model Use Agreements between C/CAG and nine consulting firms for the use of the C/CAG San Mateo Countywide Travel Demand Model.

(For further information or questions contact Jeff Lacap at [jlacap@smcgov.org](mailto:jlacap@smcgov.org))

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### RECOMMENDATION

That the C/CAG Board review and approve Resolution 21-09 authorizing the C/CAG Executive Director to execute model use agreements between C/CAG and nine consulting firms for use of the C/CAG San Mateo Countywide Travel Demand Model.

### FISCAL IMPACT

None.

### SOURCE OF FUNDS

N/A.

### BACKGROUND

Congestion Management Program legislation requires that C/CAG, as the congestion management agency for San Mateo County, develop and maintain a countywide travel demand model. C/CAG licenses the San Mateo countywide travel demand model from the Santa Clara Valley Transportation Authority (VTA). The bi-county travel demand model is built upon the Metropolitan Transportation Commission's (MTC) regional travel model but with special consideration for travel forecast accuracy and detail within San Mateo and Santa Clara counties.

Currently, C/CAG has agreements in place with six consulting firms, in addition to VTA, to run and enhance the C/CAG-VTA Model. The previous RFQ process was conducted in 2014, and agreements are set to expire in February 2022. C/CAG issued a request for qualifications (RFQ) in November 2021 to pre-qualify a list of eligible firms to operate the C/CAG-VTA Model. Only VTA and the firms pre-qualified through this process will be authorized to operate the C/CAG-VTA Model. Project sponsors, including C/CAG, its member agencies, and local planning partners, such as the Peninsula Corridor Joint Powers Board, SamTrans, and the San Mateo County Transportation Authority, must consult with one of the pre-qualified firms for various travel model applications.

Consistent with C/CAG Procurement procedures, a Request for Qualifications (RFQ) was issued on November 19, 2021, posted on the C/CAG RFP/RFQ website, and emailed to a list of approximately 40 potential consultants. A virtual proposers' conference was held on November 29, 2021, and the deadline for submission of proposals was December 9, 2021.

C/CAG received nine Statements of Qualifications in response to the RFQ by the submittal deadline. These responses were reviewed by a scoring panel comprised of staff from C/CAG, VTA, the City of Menlo Park, and the City of Redwood City. Evaluation criteria for the RFQ included qualifications, technical experience, and previous work samples associated with operating a travel demand model. This panel recommended that C/CAG pre-qualify the following nine firms (in alphabetical order):

- AECOM;
- DKS Associates;
- Elite Transportation Group;
- Fehr & Peers;
- Hexagon Transportation Consultants;
- Kimley Horn;
- Kittleson & Associates;
- TJKM; and
- WSP

These nine firms demonstrated strong technical qualifications and local experience. The scoring panel recommended that all firms be pre-qualified through the RFQ process so that project sponsors throughout the County can have a diverse set of consultants to select from for their projects.

In order to use the C/CAG-VTA travel demand model, C/CAG member agencies and planning partners to request authorization to use the C/CAG-VTA travel demand model and seek assistance from a pre-qualified consulting firm. There is no fee for member agencies and planning partners to request authorization to use the model. In the event that a developer requests authorization to use the C/CAG-VTA Travel Model without support from a C/CAG member agency or planning partner, there is a fee required to be paid to C/CAG. Upon C/CAG authorization, project sponsors are to contract directly with one of the pre-qualified consulting firms for work.

The C/CAG Congestion Management Program Technical Advisory Committee recommended approval of the list of the six consulting firms during its meeting on January 20, 2022. A sample model use agreement detailing the terms and conditions for use of the C/CAG-VTA Model is attached to this report.

## ATTACHMENTS

1. Resolution 22-09
2. Sample Agreement between the City/County Association of Governments of San Mateo County and (name of firm) for Use of the C/Cag-VTA San Mateo Countywide Travel Demand Model (available online only at <https://ccag.ca.gov/committees/board-of-directors-2/>)

## **RESOLUTION 22-09**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO EXECUTE MODEL USE AGREEMENTS BETWEEN C/CAG AND NINE CONSULTING FIRMS FOR USE OF THE C/CAG-VTA SAN MATEO COUNTYWIDE TRAVEL DEMAND MODEL.**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, for use as an advance transportation planning tool, the City/County Association of Governments of San Mateo County (“C/CAG”) has licensed the Santa Clara Valley Transportation Authority (“VTA”) travel demand model of the transportation system of the San Francisco Bay Area that is centered on Santa Clara County and San Mateo County, but accounts for transportation impacts from neighboring counties and regional commute sheds (the “C/CAG-VTA Model”); and

**WHEREAS**, C/CAG’s rights in connection with the C/CAG-VTA Model are set forth in the agreement between C/CAG and the Santa Clara Valley Transportation Authority (“VTA”) dated March 18, 2011 or any successor agreement between the VTA and C/CAG (the “VTA Agreement”) or any successor agreement between the VTA and C/CAG; and

**WHEREAS**, C/CAG and its member agencies have need of a transportation forecasting model in order to develop travel demand analysis for San Mateo County; and

**WHEREAS**, C/CAG organized a competitive process to pre-qualify transportation planning firms to run and operate the C/CAG-VTA Model; and

**WHEREAS**, AECOM; DKS Associates; Elite Transportation Group; Fehr & Peers; Hexagon Transportation Consultants; Kimley Horn; Kittelson & Associates, Inc.; TJKM Transportation Consultants; and WSP were nine firms recommended to be pre-qualified (“Designated Transportation Planning Firms”) through this competitive process; and

**WHEREAS**, C/CAG wishes to create terms of use in order to authorize use of the C/CAG-VTA Model by the Designated Transportation Planning Firms to provide travel demand simulation and forecasting services to C/CAG and its Member Agencies, C/CAG Planning partners (including Caltrain JPB, SamTrans, the San Mateo County Transportation Authority), and consultants under contract with C/CAG or its Member Agencies and Planning partners (collectively the “C/CAG Users”), and

**WHEREAS**, C/CAG and the Designated Transportation Planning Firms wish to set forth their respective obligations and terms of use of the C/CAG-VTA Model in a Model Use Agreement.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County to authorize the C/CAG Executive Director to execute Model Use Agreements between C/CAG and Designated Transportation Planning Firms for use of the

C/CAG-VTA San Mateo Countywide Transportation Model and to negotiate final terms of the agreements, subject to approval by C/CAG legal counsel as to form.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF FEBRUARY 2022.**

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**Marie Chaung, Chair**

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of the appointments of John Goodwin, Councilmember of Colma and Debbie Ruddock, Mayor of Half Moon Bay, to fill two vacant elected member seats on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC).

(For further information or questions, contact Kaki Cheung at [kcheung1@smcgov.org](mailto:kcheung1@smcgov.org))

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### RECOMMENDATION

That the C/CAG Board review and approve the appointments of John Goodwin, Councilmember of the Town of Colma, and Debbie Ruddock, Mayor of Half Moon Bay, to fill two vacant elected member seats on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC).

### FISCAL IMPACT

None.

### SOURCE OF FUNDS

Not applicable.

### BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) provides advice to the full C/CAG Board on all matters relating to bicycle and pedestrian facilities planning, and recommends projects for local, state and federal funding. The BPAC consists of 15 members, including eight (8) elected officials and seven (7) public members. Public members on the BPAC are appointed for a two-year term with no term limits. Elected members on the BPAC are appointed with no term limits and may serve on the BPAC so long as they hold their elected seats. The BPAC membership policy (adopted in March 2006) states that no more than two (2) members, either elected or public, should reside in the same jurisdiction.

In December of 2021, there were four (4) elected member vacancies on the Committee. The recruitment process began on December 8, 2021. The C/CAG Board made an elected member appointment at the January 2022 Board meeting, leaving three (3) available seats. Staff distributed the recruitment announcement again on January 24, 2022 to all elected officials in San Mateo County, with a copy to City/County Managers, and City/County Clerks with a due date of February 3, 2022.

By the application due date, C/CAG received a total of two letters of interest. One is from Mr. John Goodwin, who is a councilmember from the Town of Colma. Mr. Goodwin is passionate about creating better built environment for bicyclists and pedestrian. The other interest letter is from Ms. Debbie Ruddock, Mayor with the City of Half Moon Bay. Ms. Ruddock was instrumental in the formation of the Half Moon Bay Bike and Pedestrian Committee, and she is excited to work with other cities and the County to improve congestions and achieve greenhouse gas reduction goals.

Staff recommends that the Board reviews and approves the appointments of Mr. John Goodwin (Colma) and Ms. Debbie Ruddock (Half Moon Bay) to serve on the BPAC with no term limits while serving as elected officials.

Staff will continue the recruitment process with the goal of bringing more candidates to the March C/CAG Board Meeting.

#### **ATTACHMENTS**

1. Letter of Interest of John Goodwin (Colma)
2. Letter of Interest from Debbie Ruddock (Half Moon Bay)



## TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212  
Tel 650.997.8300 • Fax 650.997.8308

January 24, 2022

Mr. Sean Charpentier, C/CAG Executive Director  
City/County Association of Governments  
555 County Center, 5<sup>th</sup> floor  
Redwood City, CA 94063

Via e-mail to: [scharpentier@smcgov.org](mailto:scharpentier@smcgov.org)

Re: Appointment for the Bicycle and Pedestrian Advisory Committee (BPAC)

Dear Mr. Charpentier:

I write to respectfully request the opportunity to serve on the Bicycle and Pedestrian Advisory Committee (BPAC). Improvement projects for both pedestrians and bicyclists are critically needed throughout the County to address the safety concerns of our residents. While important work in this area has been accomplished in recent years, there is still much more work to be done. There are still many sidewalks in our communities that end abruptly, forcing pedestrians to walk along the road shoulder, as well as many sidewalks that are not ADA compliant. There is also a lack of bicycle lanes on our roadways, giving bicyclists the option of either trying to share a lane with a motorized vehicle or taking a less direct route (if one even exists) to their destination.

As a retired law enforcement officer for the National Park Service, who served in both rural and urban parks, I have witnessed the dangers that exist for both pedestrians and bicyclists when there are inadequate sidewalks/trails/bicycle lanes. As an officer who walked and biked the beat areas, I have firsthand experience of the inadequate infrastructure and the need for improvements. During my prior career, I fought for and achieved success to create better sidewalks and trails that are now safer and ADA compliant, as well as success in improving visitor awareness for the need to share the roadway with bicyclists.

As a Councilmember for the Town of Colma, I have been a vocal supporter of projects in the Town that brought improvements to both pedestrians and bicyclists. One of the projects was the mile long and recently completed Mission Road project that resulted in ADA compliant sidewalks, as well as greatly improved bicycle lanes. Another project was the Town earning the Age Friendly City designation. That project has already brought success in an easier online reporting system for residents to report sidewalk and road hazards to our Public Works Department.

I'm also an avid recreational bicyclist and have made the choice to walk to council meetings and other destinations, rather than drive, to make a difference in fighting climate change.

[Helen Fisicaro, Mayor](#)

[Raquel P. Gonzalez, Vice Mayor](#)

[Joanne F. del Rosario, Council Member](#) • [John Irish Goodwin, Council Member](#) • [Diana Colvin, Council Member](#)  
[Brian Dossey, City Manager](#)



I would be honored to serve on the BPAC and help their efforts to ensure that improvement projects for both pedestrians and bicyclists continue throughout the County. Thank you for your consideration of my interest to serve. Please contact me at (650) 270-0509 or [john.goodwin@colma.ca.gov](mailto:john.goodwin@colma.ca.gov) if you have any questions.

Sincerely,



John Goodwin



## CITY OF HALF MOON BAY

501 Main Street  
Half Moon Bay, CA 94019

February 1, 2021

The Honorable Marie Chuang, Chair  
Board of Directors, San Mateo County City/County Association of Governments  
County Office Building, 5<sup>th</sup> Floor  
555 County Center  
Redwood City, CA 94063

RE: Appointment to the Bicycle and Pedestrian Advisory Committee (BPAC)

Honorable Chair Chuang and Board Members:

I respectfully request your support for my appointment to the Bicycle and Pedestrian Advisory Committee. I currently am a C/CAG board member and mayor of Half Moon Bay. I previously served on the BPAC in the early 2000s.

I will bring to the BPAC more than 20 years of experience managing grants for a wide variety of public access projects in the state as a grants project manager with State Coastal Conservancy. I also have served as that agency's legislative liaison and analyst working on grant funding issues and budget appropriations. It's critical that San Mateo County and its cities work together for a fair share of federal and state active transportation appropriations so that we can achieve our collective congestion, air quality, safety, and greenhouse gas reduction goals. I would enjoy the opportunity to help!

In my own community I was instrumental in the formation of the Half Moon Bay Bike and Pedestrian Committee, which developed the City's first Bike and Pedestrian Master Plan. This plan covers numerous improvements in the Downtown area, around our schools, the California Coastal Trail, and the SR 1 parallel bicycle and pedestrian trail. The plan was the product of a robust public outreach process.

I would appreciate your support, and I am happy to answer any questions you may have at the C/CAG board meeting.

Sincerely,

Debbie Ruddock, Mayor  
City of Half Moon Bay  
[DRuddock@hmbcity.com](mailto:DRuddock@hmbcity.com)

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review and approval of the appointment of Deborah Penrose, Vice Mayor of Half Moon Bay and Commute.org Board Member, to fill the vacant seat representing agencies with transportation interests on the Congestion Management & Environmental Quality (CMEQ) Committee.

(For further information or response to questions, contact Jeff Lacap at [jlacap@smcgov.org](mailto:jlacap@smcgov.org))

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### RECOMMENDATION

That the C/CAG Board review and approve the appointment of Deborah Penrose, Vice Mayor of Half Moon Bay and Commute.org Board Member, to fill the vacant seat representing agencies with transportation interests on the Congestion Management & Environmental Quality (CMEQ) Committee.

### FISCAL IMPACT

None.

### SOURCE OF FUNDS

N/A

### BACKGROUND

The Congestion Management & Environmental Quality (CMEQ) Committee provides advice and recommendations to the C/CAG Board of Directors on all matters relating to traffic congestion management, travel demand management, coordination of land use and transportation planning, mobile source air quality programs, energy resources and conservation, and other environmental issues facing local jurisdictions in San Mateo County.

Currently, there are two vacant seats on the CMEQ Committee representing the:

1. The business community in San Mateo County (seat vacated by Linda Koelling); and
2. Agencies with transportation interests in San Mateo County (seat vacated by Adina Levin).

A recruitment letter for the vacant seats was sent to interested parties in San Mateo County on January 24, 2022 with a due date of February 3, 2022. Three letters of interest were received: one for the seat for agencies with transportation interests in San Mateo County, and two for the seat for the business community in San Mateo County

#### **1. Agencies with Transportation Interests in San Mateo County**

- a) Deborah Penrose, Vice Mayor Half Moon Bay and Commute.org Board Member, expressed an interest in being appointed to the seat representing the agencies with transportation interests.

#### **2. Business Community in San Mateo County**

- a) Juan Salazar, Director for Local Policy and Community Engagement for META, expressed an interest in being appointed to the seat representing the business community in San Mateo County.

- b) Evan Adams, Vice Chair of the Foster City Planning Commission, expressed an interest in being appointed to the seat representing the business community in San Mateo County. Staff confirmed via a phone call.

Consistent with C/CAG practice, the C/CAG Board will be requested to approve appointing Deborah Penrose to the CMEQ seat representing agencies with transportation interests on consent as Agenda Item 5.9; and there is a separate Regular Agenda item (6.2) for the Board to appoint one person to the CMEQ seat representing the business community.

#### **ATTACHMENTS**

1. CMEQ Committee Roster
2. Letter of Interest from Deborah Penrose

## CMEQ Roster

Chair: Mike O’Neill  
 Vice Chair: Jessica Alba  
 Staff Support: Jeff Lacap ([jlacap@smcgov.org](mailto:jlacap@smcgov.org))

| <b>Name</b>                                   | <b>Representing</b>                                     |
|---|---|
| Emily Beach (Burlingame City Council Member)  | Elected Official  |
| Rick Bonilla (San Mateo City Council Member)  | Elected Official  |
| Julia Mates (Belmont City Council Member)     | Elected Official  |
| Mike O’Neill (Pacifica City Council Member)   | Elected Official  |
| Diana Reddy (Redwood City Council Member)     | Elected Official  |
| Dick Brown (Woodside Town Council Member)     | Elected Official  |
| Reuben Holober (Millbrae City Council Member) | Elected Official  |
| Tom McCune (Belmont City Council Member)      | Elected Official  |
| Patrick Sullivan (Foster City Council Member) | Elected Official  |
| Gina Papan (MTC Commissioner)                 | Metropolitan Transportation Commission (MTC)            |
| Lennie Roberts                                | Environmental Community                                 |
| Jessica Alba                                  | Public Member   |
| Peter Ratto                                   | San Mateo County Transit District (SamTrans)            |
| <i>Vacant</i>                                 | <i>Business Community</i>                               |
| <i>Vacant</i>                                 | <i>Agencies with Transportation Interests</i>           |
| <i>Vacant</i>                                 | <i>Peninsula Corridor Joint Powers Board (Caltrain)</i> |



THE CITY OF  
**HALF MOON BAY**  
CALIFORNIA

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February 3, 2022

The Honorable Marie Chuang, Chair  
Board of Directors, San Mateo County City/County Association of Governments  
County Office Building, 5<sup>th</sup> Floor  
555 County Center  
Redwood City, CA 94063

RE: Appointment to the C/CAG Congestion Management and Environmental Quality  
Committee (CMEQ)

Honorable Chair Chuang and Board Members:

I have served on the Half Moon Bay City Council since 2014 and was subsequently re-elected in 2018. My tenure here has included terms as Vice Mayor (2017, 2022), and as Mayor (2018). In addition to other appointments, I currently serve on Half Moon Bay's Mobility Subcommittee.

As part of that subcommittee, I'm deeply involved with guiding the City's efforts around a variety of mobility-related issues. These include our long-term transportation capital projects, local traffic calming and safety projects, Highway 1 Safety and Operational Improvements programs, the Highway 1/92 Intersection Traffic Operational Analysis, trail projects, and the City's Main Street Bridge renovation project.

I have also had the opportunity to represent a wider constituency, as a current member of the Board of Directors of Commute.org. I'm a firm believer in this agency's objective of decreasing congestion and improving the environment by helping provide and coordinate efforts aimed at reducing the number of vehicle miles traveled by commuters. As a Board member, and member of the Board's Finance Committee, I have a role in oversight of the agency's engagement programs, shuttle programs, commuter programs, public/private partnerships, and employer programs, as well as the agency's work plan, budget, and strategic planning.

I'm a long-time environmentalist, with great concerns about air quality, energy use, conservation, and other environmental issues as they affect not only Half Moon Bay and the Coastside, but the entire region. I've enthusiastically been part of the City's efforts to protect the local environment through our General Plan and Local Coastal Land Use Plan, and other programs, plans, and projects. One current key project is our building electrification ordinance, which will help phase out the use of fuel gas, thus reducing this major local contributor to greenhouse gas emissions.



THE CITY OF  
**HALF MOON BAY**  
CALIFORNIA

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It would be my honor and privilege to bring my years of experience to represent San Mateo County agencies with transportation interests, as a member of C/CAG's Congestion Management and Environmental Quality Committee.

Thank you for your consideration. Please contact me at [dpenrose@hmbcity.com](mailto:dpenrose@hmbcity.com) if you have any questions or need additional information.

Sincerely,

*Deborah Penrose*

Deborah Penrose  
Vice Mayor, City of Half Moon Bay

cc: Sean Charpentier, C/CAG Executive Director  
Half Moon Bay City Council  
Bob Nisbet, Half Moon Bay City Manager

**C/CAG AGENDA REPORT**

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Review legislative update and, if appropriate, recommend approval of C/CAG legislative policies, priorities, or positions. (A position may be taken on any legislation, including legislation not previously identified in the legislative update. Action is only necessary if recommending approval of a policy, priority, or position.)

(For further information, contact Kim Springer at [kspringer@smcgov.org](mailto:kspringer@smcgov.org))

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**RECOMMENDATION**

That the C/CAG Board of Directors review legislative update and, if appropriate, recommend approval of C/CAG legislative policies, priorities, or positions. (A position may be taken on any legislation, including legislation not previously identified in the legislative update. Action is only necessary if recommending approval of a policy, priority, or position.)

C/CAG staff does not have specific recommended legislative actions with respect to this month's legislative update.

**FISCAL IMPACT**

N/A

**SOURCE OF FUNDS**

N/A

**BACKGROUND**

The C/CAG Legislative Committee receives monthly written reports and oral briefings from C/CAG's State legislative advocates. Important or interesting issues that arise out of the committee meeting are reported to the Board verbally under this item.

The attached report from Shaw Yoder Antwih Schmelzer & Lange, C/CAG's legislative consultant, may include updates from Sacramento with respect to the State Budget process, State grant programs, recent committee hearings, and bill progress of interest to C/CAG since the last C/CAG Board meeting. New bills for year two of the 20221-22 session must be authored by February 18, 2022.

C/CAG is pursuing budget funding requests with members of the delegation for two projects benefitting San Mateo County. C/CAG staff, joined by staff from the San Mateo County



Transportation Authority, met with staff from Senator Becker and Assembly Member Mullin's Offices in mid-January to brief them on our asks. One request for \$10 million is for the construction phase of the US 101/SR 92 Interchange Area Improvements project. The other is a dual-purpose request for \$10 million for a stormwater project at Red Morton Community Park in Redwood City and for completing design work with Caltrans on a stormwater project in San Bruno, near the Hwy 380-280 interchange.

For additional information with respect to what the Metropolitan Transportation Commission/Association of Bay Area Governments Joint Legislative Committee, California League of Cities, California State Association of Counties (CSAC), and California Association of Councils of Government (CALCOG) are tracking, staff has included informational links to the relevant bill tracking websites, as well as the full legislative information for the State Legislature and the 2021 calendar of legislative deadlines. Lastly, staff have also included links to the 2022 legislation websites for the San Mateo County delegates for information only.

## ATTACHMENTS

1. C/CAG Legislative Update, February 1, 2022 from Shaw Yoder Antwih Schmelzer & Lange

Below are informational links:

2. [Recent Joint ABAG MTC Legislation Committee Agendas](#)
3. [California State Association of Counties \(CSAC\) 2021 bill positions and tracking](#)
4. [California Associations of Councils of Government \(CALCOG\) 2021 bill tracking](#)
5. Full Legislative information is available for specific bills at <http://leginfo.legislature.ca.gov/>
6. [2022 California State Calendar of Legislative Deadlines](#)
7. [San Mateo County Delegation Sponsored Legislation 2021](#)
  - [2021 Legislation from Assemblymember Marc Berman](#)
  - [2021 Legislation from Assemblymember Kevin Mullin](#)
  - [2021 Legislation from Assemblymember Phil Ting](#)
  - [2021 Legislation from Senator Josh Becker](#)
  - [2021 Legislation Senator Scott Wiener](#)
8. Current client roster for Shaw Yoder Antwih Schmelzer & Lange - <https://syaslparkers.com/clients/>



February 1, 2022

TO: Board of Directors, City/County Association of Governments of San Mateo County

FM: Matt Robinson & Andrew Antwih, Shaw Yoder Antwih Schmelzer & Lange

RE: **STATE LEGISLATIVE UPDATE – February 2022**

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***Legislative Update***

The second year of the 2021-22 Legislative Session is underway. As a reminder, the Legislature released the [2022 Tentative Legislative Calendar](#) establishing the deadlines for 2022. February 18 marks the bill introduction deadline for new bills. Additionally, the Administration began presenting its budget proposals for a number of state agencies, departments, boards, and commissions in the budget subcommittees in the Senate and Assembly, including its proposals for K-12 education, health and human services, air resources, and wildfire resilience, among others.

***Governor Newsom and Legislature Announce Framework to Extend Supplemental Paid Sick Leave***

Amid the national surge in COVID-19 cases driven by the Omicron variant, Governor Gavin Newsom, Senate President pro Tempore Toni G. Atkins and Assembly Speaker Anthony Rendon reached an agreement last week on a framework to ensure employees continue to have access to COVID-19 supplemental paid sick leave through September 30, 2022.

Early budget actions will also include restoring business tax credits, including research and development credits and net operating losses, that were limited during the COVID-19 Recession; tax relief for recipients of federal relief grants for restaurants and shuttered venues; and additional funding for the Small Business COVID-19 Relief Grant Program. The framework includes significant funding to bolster testing capacity, accelerate vaccination and booster efforts, support frontline workers, strengthen the health care system, and battle misinformation. [Read the full press release.](#)

***Budget Requests***

As you are aware, C/CAG is pursuing budget funding requests with members of our delegation for two projects benefitting San Mateo County. C/CAG staff, joined by staff from the San Mateo County Transportation Authority, met with staff from Senator Becker and Assembly Member Mullin’s Offices in mid-January to brief them on our asks. As a reminder, one is a request for \$10 million for the construction phase of the US 101/SR 92 Interchange Area Improvements project. The other is a dual-purpose request for \$10 million for a stormwater project at Red Morton Community Park in Redwood City and for completing design work with Caltrans on a stormwater project in San Bruno.

### ***Transportation Grant Programs Underway***

The California Transportation Commission (CTC) is [currently hosting workshops](#) (through April 2022) for the three SB 1 programs it oversees – the Solutions for Congested Corridors Program (SCCP), Local Partnership Program (LPP), and the Trade Corridor Enhancement Program (TCEP). The CTC will solicit applications for the next round of funding in Summer 2022 and announce project awards in Summer 2023. Additionally, the California State Transportation Agency (CalSTA) released the [Transit and Intercity Rail Capital Program’s](#) (TIRCP) Cycle 5 final guidelines and [call for projects](#) in late-2021. CalSTA anticipates \$500-600 million of new funding for projects statewide through Fiscal Year 2026-27. Grant applications are due March 3, 2022, with awards in June 2022.

### ***Bills of Interest***

#### **SB 852 (Dodd) Climate Resilience Districts**

Existing law authorizes certain local agencies to form a community revitalization authority (authority) within a community revitalization and investment area to carry out provisions of the Community Redevelopment Law in that area for purposes related to, among other things, infrastructure, affordable housing, and economic revitalization. This bill would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district for the purposes of raising and allocating funding for eligible projects and would define “eligible project” as projects that address sea level rise, extreme heat, extreme cold, the risk of wildfire, drought, and the risk of flooding. The bill would authorize the district to provide property tax increment revenues to the district, and/or other tax revenues, levying a benefit assessment, special tax, property-related fee, or other service charge or fee consistent with the requirements of the California Constitution.

#### **AB 377 (Rivas) Water Quality – Dead**

[This bill](#) would require all California surface waters to be fishable, swimmable, and drinkable by January 1, 2050 and prohibit the State Water Resources Control Board and Regional Water Quality Control Boards from authorizing any discharges (including stormwater) that causes or contributes to an exceedance of a water quality standard in receiving waters. The bill would prohibit a regional water quality control plan from including a schedule for achieving a water quality standard adopted as of January 1, 2021. The bill would require the state board and regional boards to develop by 2030 an Impaired Waterways Enforcement Program to enforce all remaining water quality standard violations and a Waterway Attainment Penalty Subaccount, composed of penalties obtained pursuant to the Impaired Waterways Enforcement Program, and would make moneys in the subaccount available for the state board to expend, upon appropriation by the Legislature, for purposes of the program. **C/CAG OPPOSES this bill.**

#### **AB 629 (Chiu) Seamless Bay Area – Dead**

As currently drafted, [this bill](#) would require MTC to consult with transit agencies, local jurisdictions, county transportation agencies, and the public to establish and maintain a transit priority network for the San Francisco Bay area that designates corridors that can best support transit service. This bill would require MTC to submit a copy of *the Fare Coordination and Integration Study and Business Case* to the Legislature by February 1, 2022, as well as a follow up report on the progress of implementing the recommendations in the study by January 1, 2023. The bill would require MTC to create a pilot program for an “accumulator pass” among operators providing service in at least three adjacent counties by July 1, 2023. This bill would require MTC in consultation with transit agencies to

develop a standardized regional transit mapping and wayfinding system and to develop an implementation and maintenance strategy and funding plan for deployment of the system by July 1, 2024 and for each transit agency to use the system by July 1, 2025. The bill would require a transit operator in the Bay area to use open data standards to make available all routes, schedules, and fares in a specified data format and to track actual transmission of real-time information by transit vehicles and report that information to the commission to ensure that schedule predictions are available. The bill would require the commission to coordinate these activities and to develop an implementation and funding plan for deployment of real-time information. Finally, this bill would require MTC, Caltrans, and the operators of managed lanes in the Bay Area to take specified steps to ensure the regional managed lanes network supports seamless operation of high-capacity transit. ***This bill will need a new author as Assembly Chiu was appointed San Francisco City Attorney in early November.***

#### **AB 1690 (Rivas, et al.) Single Use Tobacco Products**

Beginning January 1, 2023, this bill would outlaw the sale of single-use cigarette filters, e-cigarettes, and vape products with the goal of improving public health and reducing related environmental pollution. The bill would set a fine of \$500 per offense and notes that a single violation includes the sale of 1-20 items. Supporters of the bill highlight the coastal pollution accumulated from decades of discarded non-biodegradable cigarette butts, along with the health costs to smokers, and the local costs from clean-up efforts.

#### **ACA 1 (Aguiar-Curry) Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval**

[This constitutional amendment](#) would lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and public infrastructure projects, including public transit. The C/CAG Board supported a nearly identical measure, also ACA 1 (Aguiar-Curry), in 2019. ***The C/CAG Board SUPPORTS this bill.***

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: That the C/CAG Board review and approve an appointment to fill the vacant seat representing the business community on the Congestion Management & Environmental Quality (CMEQ) Committee.

(For further information or response to questions, contact Jeff Lacap at [jlacap@smcgov.org](mailto:jlacap@smcgov.org))

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### RECOMMENDATION

That the C/CAG Board review and approve an appointment to fill the vacant seat representing the business community on the Congestion Management & Environmental Quality (CMEQ) Committee.

### FISCAL IMPACT

None.

### SOURCE OF FUNDS

N/A

### BACKGROUND

The Congestion Management & Environmental Quality (CMEQ) Committee provides advice and recommendations to the C/CAG Board of Directors on all matters relating to traffic congestion management, travel demand management, coordination of land use and transportation planning, mobile source air quality programs, energy resources and conservation, and other environmental issues facing local jurisdictions in San Mateo County.

Currently, there are two vacant seats on the CMEQ Committee representing the:

1. The business community in San Mateo County (seat vacated by Linda Koelling); and
2. Agencies with transportation interests in San Mateo County (seat vacated by Adina Levin).

A recruitment letter for the vacant seats was sent to interested parties in San Mateo County on January 24, 2022 with a due date of February 3, 2022. Three letters of interest were received: one for the seat for agencies with transportation interests in San Mateo County, and two for the seat for the business community in San Mateo County

#### **1. Agencies with Transportation Interests in San Mateo County**

- a) Deborah Penrose, Vice Mayor Half Moon Bay and Commute.org Board Member, expressed an interest in being appointed to the seat representing the agencies with transportation interests.

#### **2. Business Community in San Mateo County**

- a) Juan Salazar, Director for Local Policy and Community Engagement for META, expressed an interest in being appointed to the seat representing the business community in San Mateo County.
- b) Evan Adams, Vice Chair of the Foster City Planning Commission, expressed an interest in being

appointed to the seat representing the business community in San Mateo County. Staff confirmed via a phone call.

Consistent with C/CAG practice, the C/CAG Board will be requested to approve appointing Deborah Penrose to the CMEQ seat representing agencies with transportation interests on consent as Agenda Item 5.9; and there is a separate Regular Agenda item (6.2) for the Board to appoint one person to the CMEQ seat representing the business community.

Staff will prepare a Google poll for members to appoint one member to the CMEQ seat representing the business community.

#### **ATTACHMENTS**

1. CMEQ Committee Roster
2. Letter of Interest from Juan Salazar
3. Letter of Interest from Evan Adams

## CMEQ Roster

Chair: Mike O’Neill  
 Vice Chair: Jessica Alba  
 Staff Support: Jeff Lacap ([jlacap@smcgov.org](mailto:jlacap@smcgov.org))

| <b>Name</b>                                   | <b>Representing</b>                                     |
|---|---|
| Emily Beach (Burlingame City Council Member)  | Elected Official  |
| Rick Bonilla (San Mateo City Council Member)  | Elected Official  |
| Julia Mates (Belmont City Council Member)     | Elected Official  |
| Mike O’Neill (Pacifica City Council Member)   | Elected Official  |
| Diana Reddy (Redwood City Council Member)     | Elected Official  |
| Dick Brown (Woodside Town Council Member)     | Elected Official  |
| Reuben Holober (Millbrae City Council Member) | Elected Official  |
| Tom McCune (Belmont City Council Member)      | Elected Official  |
| Patrick Sullivan (Foster City Council Member) | Elected Official  |
| Gina Papan (MTC Commissioner)                 | Metropolitan Transportation Commission (MTC)            |
| Lennie Roberts                                | Environmental Community                                 |
| Jessica Alba                                  | Public Member   |
| Peter Ratto                                   | San Mateo County Transit District (SamTrans)            |
| <i>Vacant</i>                                 | <i>Business Community</i>                               |
| <i>Vacant</i>                                 | <i>Agencies with Transportation Interests</i>           |
| <i>Vacant</i>                                 | <i>Peninsula Corridor Joint Powers Board (Caltrain)</i> |



1 Hacker Way  
Menlo Park, CA 94025  
United States

February 3, 2022

Sean Charpentier, C/CAG Executive Director  
City/County Association of Governments  
555 County Center, 5th Floor  
Redwood City, CA 94063  
[scharpentier@smcgov.org](mailto:scharpentier@smcgov.org)

Dear Mr. Charpentier:

I would like to apply for appointment by the City/County Association of Governments of San Mateo County for the one (1) seat for an individual representing the business community in San Mateo County on the **Congestion Management and Environmental Quality Committee (CMEQ)** of C/CAG.

Professionally, I am the Director for Local Policy and Community Engagement for Meta in Menlo Park, CA. In my capacity I work directly with local government officials, elected officials, Meta's internal transportation and TDM teams, and other internal and external stakeholders to ensure Meta is reducing employee single occupancy car trips, maximizing our corporate shuttle programs and other last mile solutions, and supporting important transportation infrastructure priorities throughout San Mateo County and the Bay Area Region.

I was personally involved in Meta's participation to fund \$1.5M through SAMCEDA for the US 101 Express Lane EIR process and \$45M directly toward the construction of the express lanes between Whipple and I-380. And I work closely with our real estate team on the planning and development of some of the most sustainable and efficient new buildings and public spaces being envisioned anywhere in California.

Personally, I am a resident of East Palo Alto and I understand how the issues of equity, transportation, air quality, and overall environmental protection and sustainability are interconnected in San Mateo County.

I believe I would bring the unique combination of my experiences working for a major employer headquartered in San Mateo County and with locations in Menlo Park and Burlingame and living in a community east of



US 101 grappling with the need for better transportation connections and how to balance sustainability with growth and development.

I would be honored to provide input and recommendations to the C/CAG Board on all matters relating to transportation planning, congestion management, travel demand management, coordination of land use and transportation planning, mobile source air quality programs, energy resources and conservation, and other environmental issues facing the local jurisdictions in San Mateo County.

Thank you for your consideration of my application. Also attached is my resume and please do not hesitate to contact me with any questions at (650) 339-9135.

A handwritten signature in black ink, appearing to read 'Juan Salazar', with a stylized, cursive script.

Juan Salazar  
*Director of Local Policy  
& Community Engagement*

# JUAN MANUEL SALAZAR

2249 Clarke Street

East Palo Alto, CA 94303

[jmsalazar01@gmail.com](mailto:jmsalazar01@gmail.com) | 805.345.5435

|                           |   |                                |
|---------------------------|---|--------------------------------|
| <b>Education</b>          | <b>HARVARD UNIVERSITY, JOHN F. KENNEDY SCHOOL OF GOVERNMENT</b><br><b>Master in Public Policy, May 2014</b><br><i>Concentration: Business and Government</i>  | Cambridge, MA                  |
|                           | <b>UNIVERSITY OF CALIFORNIA BERKELEY</b><br><b>Bachelor of Arts, History-Honors, Minor in Public Policy, December 2008</b><br><i>Gates Millennium Scholar, Public Policy and International Affairs (PPIA) Fellow</i>  | Berkeley, CA                   |
| <b>Experience</b>         | <b>META</b><br><b>Public Policy Director, Local Policy and Community Engagement</b>   | Menlo Park, CA<br>2015-Present |
|                           | <ul style="list-style-type: none"><li>• Led advocacy efforts and partnered closely with public sector stakeholders to expedite the US101 Managed Lanes Project in San Mateo County; expectations for project delivery timeline decreased from 10 to 5 years.</li><li>• Spearheaded the development of an employer advocacy coalition in San Mateo County focused on advocating for transportation improvements on the US101 corridor.</li><li>• Created and led our community outreach strategy associated with our Menlo Park campus expansion and land use entitlements.</li><li>• Negotiated our community benefit agreements associated with our campus development projects.</li><li>• Led our development of community engagement plans for offices in Mountain View, Menlo Park, Seattle, Austin and New York.</li><li>• Led our public-sector outreach to secure a partnership with the City to San Jose and assist our connectivity team in launching a broadband technology testbed called Terragraph.</li><li>• Developed and launched initiatives focused on economic opportunity, housing, and transportation to address our local community concerns.</li></ul> |                                |
|                           | <b>META</b><br><b>Public Policy Associate Manager-State Political Outreach</b>  | Menlo Park, CA<br>2014-2015    |
|                           | <ul style="list-style-type: none"><li>• Coordinated our public advocacy efforts associated with preserving our shuttle program service in the City of San Francisco.</li><li>• Conducted legislative bill tracking, analysis, and advocacy on employer social media accounts legislation.</li><li>• Conducted trainings across the US for public officials and city administrators on how to use public agency Facebook pages for public engagement and education.</li><li>• Developed and executed our community outreach program focused on bringing Facebook small business and safety trainings to California legislative districts.</li></ul>  |                                |
| <b><u>LEGISLATIVE</u></b> | <b>OFFICE OF SENATOR CAROL LIU</b><br><b>Senate Fellow/ Legislative Assistant</b>   | Sacramento, CA<br>2009-2010    |
|                           | <ul style="list-style-type: none"><li>• Developed and managed legislation on higher education finance and K-12 education reform.</li><li>• Prepared comprehensive briefing summaries for the Senator's Senate Education Committee hearings.</li><li>• Facilitated meetings with constituents, lobbyists, and other policy stakeholders.</li><li>• Planned hearings for the Senator's Education Governance and Accountability Subcommittee. Conducted extensive research to developed hearing agendas and coordinated testimony from expert witnesses.</li><li>• Organized community stakeholder taskforce in senate district and managed policy efforts to craft teacher effectiveness legislation. Convened taskforce meetings with unions, school administrators, and parent groups.</li><li>• Wrote memoranda, talking points, speeches, and committee statements for the Senator.</li></ul>   |                                |
| <b><u>MANAGEMENT</u></b>  | <b>GROWTH SECTOR, INC.</b><br><b>Program Manager (Research Consultant-Summer 2013)</b>  | San Francisco, CA<br>2010-2012 |
|                           | <ul style="list-style-type: none"><li>• Led management of student support services for the Bridge to Engineering program at three California Community Colleges. Developed participant recruitment plans and connected 105 participants from underserved communities to internships, training, and an academic pathway to become engineers.</li><li>• Participated in planning, implementation, and co-management of Science, Technology, Engineering, and Math (STEM) Summer Institute. Provided 30 students from City College of San Francisco with intensive science courses and training in facilitating STEM activities in after school program sites.</li></ul>   |                                |

**SAN FRANCISCO STATE UNIVERSITY-SF TEACHER PATHWAY  
Student Support Specialist / Program Coordinator**

San Francisco, CA  
**2010-2012**

- Developed and implemented an outreach and recruitment process to build partnerships with community groups and connect dislocated workers and youth to post-secondary education opportunities.
- Coordinated day-to-day program operations, which included but not limited to: conducting workforce training, classroom management, and facilitated planning meetings with college staff.
- Provided case management services to 35 students to connect them to employment resources.

**ADVOCACY**

**CALIFORNIA RURAL LEGAL ASSISTANCE  
Community Worker**

Santa Cruz, CA  
**2008-2009**

- Provided advocacy for low-income clients facing job and housing discrimination. Caseload of 35 clients.
- Partnered with local community advocacy organizations to establish a referral process for clients.
- Performed outreach and developed ten workshops to train the underserved in lay advocacy and self-help.
- Conducted field investigations and legal research to support CRLA lawsuits.
- Represented clients in Employment Development Department and County Welfare agencies hearings.

**Activities**

**Harvard Journal of Hispanic Policy** | Editor-in-Chief, Volume 26th

- Managed a staff of 18 editors and oversaw launch of new website platform.
- Developed social media strategy to increase readership and sales of publication.

**Skills & Interests**

Bilingual Fluency-English and Spanish

February 3, 2022

Sean Charpentier, C/CAG Executive Director  
City/County Association of Governments  
555 County Center, 5th Floor  
Redwood City, CA 94063  
[scharpentier@smcgov.org](mailto:scharpentier@smcgov.org)

Dear Mr. Charpentier and C/CAG Board,

I am writing to express my interest to serve as a community member on the Congestion Management and Environmental Quality (CMEQ) Committee.

I am a small business owner. **My business works in school construction** and I travel the entire state in that role. I am an active Coalition for Adequate School Housing (CASH) member. My professional life provides me a unique perspective in understanding how congestion impacts our small and micro business community differently than the large business community.

I serve my community as the current **Vice Chair of the Foster City Planning Commission**. In this role we see the impacts of congestion on our communities. I was elected by my peers as the planning representative on the **Foster City Traffic Review Committee** which is a city group composed of public works, community development, fire, police, and other stakeholders inside our city government. We specifically focus on traffic and congestion management.

I am in the **2021-22 San Mateo County Leadership Council CORPS Class**. The intersection of congestion issues with our business community and government sector is a frequent focus of our classwork in this program. I volunteer as the **President of the Foster City Historical Society**. I believe that you cannot know where you are going unless you know where you came from. A historical perspective is needed in long term planning. I also serve on the **Sierra Club's Sustainable Land Use Committee** where we look at the environmental impacts of land use and how to minimize the impacts on our community from human made climate change. Finally, I am an active member of **Peninsula for Everyone**.

I grew up in Hillsborough, went to school and church in San Mateo, took the train to San Jose for High School, and now call Foster City home. I graduated with a degree in Political Science – Public Service from UC Davis.

It would be a pleasure to serve our county on the C/CAG Committee both to contribute and learn from the dedicated leaders of our communities.

Thank you for your consideration,



Evan Adams

[eadams@fostercity.org](mailto:eadams@fostercity.org), [evan.adams.fc@gmail.com](mailto:evan.adams.fc@gmail.com)

105 Flying Mist Isle, Foster City, CA 94404; c: 415-269-5850

**C/CAG AGENDA REPORT**

**DATE:** February 10, 2022

**TO:** City/County Association of Governments of San Mateo County Board of Directors

**FROM:** Sean Charpentier, Executive Director

**SUBJECT:** Nominations for C/CAG Chair and Vice Chair for the March 2022 Election of Officers  
(For further information, please contact Sean Charpentier at [scharpentier@smcgov.org](mailto:scharpentier@smcgov.org))

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**RECOMMENDATION:**

That the C/CAG Board of Directors make nominations for Chair and Vice Chair for the March 2022 Election of Officers in accordance with the C/CAG By-Laws.

**FISCAL IMPACT:**

None.

**REVENUE SOURCE:**

None.

**BACKGROUND/DISCUSSION:**

The C/CAG Bylaws established a process to have nominations for officers at the February meeting and then have voting at the following meeting, in March. The objective was to provide Board Members with background information to assist them in casting their votes. Nominations shall only be made by voting members of the Board of Directors. The Chairperson and Vice Chairpersons shall be voting members of the Board, as well. Nominations do not require a second or vote. Nominations for officers of the Board of Directors shall be made from the floor only at the regular February Board meeting. Nominations of the Chairperson shall precede nominations of the Vice Chairperson.

All candidates should provide background information in advance of the March Board meeting such that the material can be included in the packet for the Board's consideration. For those candidates nominated, please provide the background information to Mima Crume ([mcrume@smcgov.org](mailto:mcrume@smcgov.org)) by February 25, 2022.

**CURRENT OFFICERS:**

Marie Chuang has served two terms as Chair and is not eligible to serve another term as Chair.

Davina Hurt has served two terms as Vice Chair and is not eligible to serve another term as Vice Chair.

**ATTACHMENTS:**

1. Article IV of the Bylaws related to Officers.
2. Cover sheet for nominees to submit background information

## **ARTICLE IV. OFFICERS**

Section 1. The officers of the Board of Directors shall consist of a Chairperson and one Vice Chairperson.

Section 2. The Chairperson and Vice Chairperson shall be elected from among the nominees by the Board of Directors at the March meeting to serve for a term of twelve (12) months commencing on April 1. There shall be a two-term limit for each office. That is, a member may not serve more than two consecutive terms as the Chairperson, and not more than two consecutive terms as Vice Chairperson. An officer shall hold his or her office until he or she resigns, is removed from office, is otherwise disqualified to serve, or until his or her successor qualifies and takes office.

Section 3. Nomination for officers of the Board of Directors shall be made from the floor only at the regular February Board meeting. Nominations shall be made only by voting members of the Board of Directors.

Section 4. The Chairperson and Vice Chairperson must be a regularly designated, voting member (e.g., not an alternate, or an ex-officio member) of the Board of Directors.

Section 5. Nominations and election of the Chairperson shall precede nominations and election of the Vice Chairperson. Voting shall be public for all offices.

Section 6. The Chairperson shall preside at all meetings of the Board, may call special meetings when necessary, and shall serve as the principal executive officer. The Chairperson shall have such other powers, and shall perform such other duties which may be incidental to the office of the Chairperson, subject to the control of the Board.

Section 7. In the absence or inability of the Chairperson to act, the Vice Chairperson shall exercise all of the powers and perform all of the duties of the Chairperson. The Vice Chairperson shall also have such other powers and shall perform such other duties as may be assigned by the Board of Directors.

Section 8. A special election to fill the vacant office shall be called by the Board of Directors if

the Chairperson or the Vice Chairperson is unable to serve a full term of office.

Section 9. All officers shall serve without compensation.

Section 10. The Chairperson or the Vice Chairperson may be removed from office at any time by a majority vote of those members present at a duly constituted meeting of the Board.



**C/CAG**  
**CITY/COUNTY ASSOCIATION OF GOVERNMENTS**  
**OF SAN MATEO COUNTY**

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park  
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

**Due Date: February 25, 2022**

**DATE:**

**TO:** Attn: Mima Crume  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA, 94063

**RE:** C/CAG Candidate background material for C/CAG Chair or Vice Chair  
nominations

The attached is candidate background material for your information.

**From:**

## C/CAG AGENDA REPORT

Date: February 10, 2022

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sean Charpentier, Executive Director

Subject: Communications - Information Only

(For further information, please contact Mima Crume at [mcrume@smcgove.org](mailto:mcrume@smcgove.org))

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### BACKGROUND

This item is for information only. The following written communications are available on the C/CAG Website: <http://ccag.ca.gov/committees/board-of-directors/>

- 9.1 Event Press Release for Flows to Bay Rain Barrel Distribution on January 29, 2022.

### ATTACHMENT

1. The written communications are available on the C/CAG Website: <http://ccag.ca.gov/committees/board-of-directors/>