

**San Mateo County Express Lanes Joint Powers Authority  
(SMCEL-JPA)  
Board of Directors Meeting Notice**

Meeting No. 28

**DATE:** Friday, October 8, 2021

**TIME:** 9:00 A.M.

**Join by Zoom:**

<https://us02web.zoom.us/j/88632803053?pwd=QlBhbHYrTytXRjB0TXVSTiZiZjJwUT09>

Meeting ID: 886 3280 3053

Password: 100821

Join by Phone: (669) 900-6833

Meeting ID: 886 3280 3053

Password: 100821

**Board of Directors:** Diane Papan (Chair), Rico Medina (Vice Chair), Alicia Aguirre, Emily Beach, Maryann Moise Derwin, and Don Horsley

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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 above.

Persons who wish to address the SMCEL-JPA Board on an item to be considered at this meeting, or on items not on this agenda, are asked to submit written comments to [mguilles@smcgov.org](mailto:mguilles@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 Review and approval of Resolution 21-15 finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees. ACTION p. 1

#### 4.0 PUBLIC COMMENT

Note: Public comment is limited to two minutes per speaker. Public comment permitted on both items on the agenda and items not on the agenda.

#### 5.0 APPROVAL OF CONSENT AGENDA

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 Board of Directors regular business meeting No. 27 dated September 10, 2021. ACTION p. 6
- 5.2 Accept the Sources and Uses of Funds for the FY21 Period Ending June 30, 2021. ACTION p. 14
- 5.3 Accept the Sources and Uses of Funds for the FY22 Period Ending August 31, 2021. ACTION p. 16

#### 6.0 REGULAR AGENDA

- 6.1 Review and approval of Resolution SMCEL 21-16 approving the License Agreements between the City of Menlo Park and SMCEL-JPA, and the City of East Palo Alto and SMCEL-JPA for Express Lanes Toll facilities within City Rights of Way. ACTION p. 18
- 6.2 Review and approval of Resolution SMCEL 21-17 approving the TA Vendor Contract Supplement #3 with Gray-Bowen-Scott (GBS) not to exceed \$165,000 to continue to provide services to support development and execution of various operating, maintenance and licensing agreements for the SMCEL-JPA in FY 2022. ACTION p. 57
- 6.3 Review and Approval of Resolution SMCEL 21-18 authorizing the negotiations and execution of a service contract with the California Highway Patrol (CHP) for an initial period of one year commencing upon the opening of the first segment of the 101 Express Lanes in San Mateo County for an amount not to exceed \$200,000. ACTION p. 62

#### 7.0 REPORTS

- a) Chairperson Report.
- b) Member Communication.
- c) Executive Council Report - Executive Council Verbal Report.

d) Policy/Program Manager Report.

## 8.0 WRITTEN COMMUNICATIONS

None.

## 9.0 NEXT REGULAR MEETING

November 12, 2021

## 10.0 ADJOURNMENT

**PUBLIC NOTICING:** All notices of San Mateo County Express Lanes Joint Powers Authority 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.

**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 location of 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063, for the purpose of making public records available for inspection. Please note this location is temporarily closed to the public; please contact Mima Guilles at [mguilles@smcgov.org](mailto:mguilles@smcgov.org) to arrange for inspection of public records.

**PUBLIC PARTICIPATION:** Please refer to the first page of this agenda for instructions on how to participate in the meeting. Persons with disabilities who require auxiliary aids or services in attending and participating in this meeting should contact Mima Guilles 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 [mguilles@smcgov.org](mailto:mguilles@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. The length of the emailed comment should be commensurate with the two minutes customarily allowed for verbal comments, which is approximately 250-300 words.
5. If your emailed comment is received at least 2 hours prior to the meeting, it will be provided to the SMCELJPA Board members, made publicly available on the Express Lanes website along with the agenda. We cannot guarantee that emails received less than 2 hours before the meeting will be read during the meeting, but such emails will be included in the administrative record of the meeting.

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

1. The SMCEL-JPA 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 SMCEL-JPA Clerk or Chair call for the item on which you wish to speak, click on “raise

- hand” and if you joined the meeting by phone, dial \*9 to raise your 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:

Mima Guilles, Secretary - (650) 599-1406

## San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: October 8, 2021

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Review and approval of Resolution 21-15 finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees.

(For further information please contact Timothy Fox at [tfox@smcgov.org](mailto:tfox@smcgov.org))

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### **RECOMMENDATION**

Review and approval of Resolution 21-15 finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees.

### **FISCAL IMPACT**

There is no Fiscal Impact associated with this item.

### **SOURCE OF FUNDS**

None.

### **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 want to continue with the option for remote meetings due to the COVID-19 emergency are preparing to bring findings to their elective bodies. The San Mateo County Board of Supervisors approved a similar resolution on consent at the September 28, 2021 meeting.

## **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, the California Department of Public Health and the federal Centers for Disease Control and Prevention have cautioned that the Delta variant of COVID-19, currently the dominant strain in the country, is more transmissible than prior variants of the virus, that it may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others, resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>>).

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.

We therefore recommend that the Board adopt findings that conducting in-person meetings at the present time would present an imminent risk to the health and safety of attendees. A resolution to that effect, and directing staff to take other such necessary or appropriate actions to implement the intent and purposes of the resolution, is attached hereto.

Because local rates of transmission of COVID-19 are still in the “substantial” tier as measured by the Centers for Disease Control, 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. 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.

#### **ATTACHMENTS**

1. Resolution SMCEL 21-15

## **RESOLUTION SMCEL 21-15**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY, MEETING IN PERSON FOR MEETINGS OF THE SMCEL-JPA BOARD OF DIRECTORS WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES.**

**RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) 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 that 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 SMCEL-JPA 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**, California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated

individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

**WHEREAS**, the 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 “substantial” which is the second most serious of the tiers; and

**WHEREAS**, the SMCEL-JPA Board of Directors has an important governmental interest in protecting the health and safety of those who participate in its meetings; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the SMCEL-JPA Board of Directors deems it necessary to find that meeting in person would present imminent risks to the health or safety of attendees, and thus intends 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 SMCEL-JPA Board of Directors finds that meeting in person would present imminent risks to the health or safety of attendees.
3. 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 8TH DAY OF OCTOBER 2021.**

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*Diane Papan, Chair*

# San Mateo County Express Lanes Joint Powers Authority Board of Directors Meeting Minutes

Meeting No. 27  
September 10, 2021

In compliance with Governor’s Executive Order N-29-20, and pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer, this meeting was conducted via remote conferencing.

**Board of Directors:** Diane Papan (Chair), Rico Medina (Vice Chair), Alicia Aguirre, Emily Beach, Maryann Moise Derwin, and Don Horsley

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## 1.0 CALL TO ORDER/ ROLL CALL

Chair Papan called the meeting to order at 9:00 a.m. Roll call was taken.

**Members Present:**

C/CAG Members:

Diane Papan, Maryann Moise Derwin, Alicia Aguirre

SMCTA Members:

Rico Medina, Emily Beach (departed 10:05a.m.), Don Horsley

**Members Absent:**

None.

**Staff Present:**

Sean Charpentier – Executive Council

Carter Mau – Executive Council

Mima Guilles – Secretary

Tim Fox – Legal Counsel

Van Ocampo, Kim Springer – C/CAG staff supporting SMCEL-JPA

April Chan, Derek Hansel, Joe Hurley, Robert Casumbal – SMCTA staff supporting SMCEL-JPA

Lacy Vong, Samantha Soules, Matt Click – HNTB

Leo Scott – Gray-Bowen-Scott

Jens-Peter Jungclaussen - InkëDesign

Other members of staff and the public were in attendance.

## 2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

Mima Guilles, Clerk of the Board, provided an overview of the teleconference meeting

procedures.

### 3.0 PUBLIC COMMENT

*Note: Public comment is limited to two minutes per speaker. Public comment permitted on both items on the agenda and items not on the agenda.*

Mima Guilles, Clerk of the Board stated that there were no public comments.

### 4.0 APPROVAL OF CONSENT AGENDA

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.

4.1 Approval of the minutes of Board of Directors regular business meeting No. 26 dated August 13, 2021. APPROVED

4.2 Accept the Sources and Uses of Funds for the FY22 Period Ending July 31, 2021. APPROVED

4.3 Review and approval of Resolution SMCEL 21-12 authorizing the SMCEL-JPA Chair to execute an Agreement with US Bank Global Corporate Trust for fiscal agent services for Fiscal Years 2021/2022 through 2025/2026 for an amount not to exceed \$11,000. APPROVED

4.4 Review and approval of Resolution SMCEL 21-13 approving the proposal from Carahsoft for Granicus Video Conversion Services beginning September 2021 through June 2024 for a Total Not to Exceed Amount of \$61,913.42 and authorizing the SMCEL-JPA Executive Council to execute the necessary Purchase Orders. APPROVED

Director Medina MOVED to approve the consent agenda. Director Horsley SECONDED. Roll call was taken. **MOTION CARRIED 5-0-0** (no response from Director Aguirre)

### 5.0 REGULAR AGENDA

5.1 Review and Approval of Resolution SMCEL 21-14 authorizing the Chair to execute Amendment No. 1 to the Agreement with HNTB Corporation for Policy/Program Management Services for an amount not to exceed \$2,884,199 covering the period of November 1, 2021 through October 30, 2023. APPROVED

Sean Charpentier, Executive Council, gave a brief overview of Amendment No. 1 to the Agreement with HNTB Corporation for Policy/Program Management Services. The JEPA created SMCEL-JPA, pursuant to the California Joint Exercise of Powers Act to oversee the operations and administration of the San Mateo 101 Express Lanes Project, and to jointly exercise ownership rights over the express

lanes. Per the JEPA, SMCEL-JPA will retain an independent, high-level Policy/Program Manager (PPM), via contract, whose primary task is to develop and oversee the implementation of the policies and programs of SMCEL-JPA. On 2019, the JPA Board selected HNTB for a two-year agreement for an amount not to exceed \$1,381,716.

For the next two years the SMCEL-JPA will continue to need significant policy, program, operations and administrative support during the startup period through the fall of 2023. Staff recommend continuing with HNTB due to the firm's extensive technical and policy knowledge and familiarity with the project. As the project transitions into the operations of the Express Lanes, staff proposed that the agency may need an additional 1.5 FTEs for operations, technical analysis, financial and budget support. Staff recommends contract Amendment No. 1 with HNTB for an additional of two years for not to exceed \$2.8 to provide the critical services. The contract is a not to exceed amount, so the SMCEL-JPA will only pay for the services provided.

Director Beach commented that it would be helpful to contrast between the two contracts on the price differential.

Matt Click noted there is significant new types of work associated with transitioning from construction to express lane operations. The two-year contract is coming to end, and discussions were being made with executive staff, finance staff, legal and they have identified an estimate of the required support and associated scope and budget.

Director Beach **MOVED** to approve item 5.1. Director Aguirre **SECONDED**. Roll call was taken. **MOTION CARRIED 6-0-0**

5.2 Receive a presentation on the San Mateo County US 101 Express Lanes Equity Program Implementation Update. **INFORMATION**

The Board received a presentation from Matt Click and Lacy Vong from HNTB on the progress of the San Mateo County US 101 Express Lanes Equity Program implementation plan. Key points include recommendations to increase the transit and transponder benefit to \$100, raising the eligibility to 60% AMI, and working with the members of the CORE Agencies in San Mateo County.

Chair Papan asked if there will still be a required \$20 deposit for the Fasttrak transponder.

Lacy said with the retail program, it's initially preloaded with \$25. Once registered you would get an additional benefit on top of that. The deposit by a credit card would be waived. Our partners are looking at amending the required deposit for clients that pay cash from an equity perspective.

Chair Papan asked what would the core agencies screening process would look like?

Lacy responded that the Core Agencies already have a process in place and people who are eligible for other Core Agency programs, would also generally be eligible for the SMCEL-JPA Equity Program.

Director Horsley commented that the Core Agencies have a very good system in verifying income and eligibility, so less worries about fraud.

Director Beach commented that she supports all the eligibility changes. She asked if there were any discussion with the stakeholders or core agencies about adding more money to the clipper benefit versus instead of increasing the \$50 transponders to \$100.

Lacy Vong mentioned that the initial thought was that there would be more demand for the transit benefits than the Fastrak Transponders, and that the question of level of benefit by program would be analyzed during the implementation.

Matt Click added that they did not explore that variation. We don't anticipate as much of an interest of the transponder as the transit. After 6 to 8 months of implementation look to potential to adjust it.

Director Beach added that adding flyers on SamTrans buses about clipper card programs.

Matt Click said they will be working with communications on the strategies.

Director Aguirre asked if we know where the demands are and whether it's public transit or cars.

Matt Click said they don't know with the data but with conversations with the core they do anticipate the majority of the benefit to be on the transit side of things.

Lacy added that the lanes aren't here yet and it may be hard for people to understand what they need. What they are focusing on is to evolve and grow what the community needs.

Director Aguirre is glad to see the amount of \$50 has increased and the flexibility whether we move to clipper side or transponders. What do we do when the money runs out and if we see a higher demand?

Director Derwin noted that there was a robust discussion about the credit enhancement fee and asked for an update on that topic.

Carter Mau Executive Council commented on SamTrans experience with the clipper start program and it has been a struggle which launched last November. This data from July 2021, regionwide for the entire week less the 8400 people on the clipper start program. We need to do more marketing and extensive outreach to get people to use the program.

Director Medina commented that he likes and supports the increase on the \$50 to \$100 for the individual. Hope to work collaboratively and do more simplistic and simpler as possible i.e. phone numbers.

April Chan provided updates on potential additional funding for the equity program going forward. She reminded that there is already a million dollars for this program to start up & roll out this winter. In addition, the TA is developing the Alternative Congestion Relief and Transportation Demand Management Plan (ACR TDM) to allocate this source of Measure A funds. The TA staff recommendation currently includes a one-time set aside \$400K for the SMCEL-JPA equity program that will supplement what is already in place. The ACR TDM Plan is scheduled to be taken up to the TA Board for an update at the end of the year and for TA Board adoption in January. If the Board approves it, it will be made available in addition to the startup funds that this program has in place.

Sean Charpentier added that C/CAG is planning to do a call for projects for lifeline transit next calendar year and will be researching if this program is eligible for the funds.

Chair Papan asked JPA staff or the PPM could explore additional sources of funding from federal or state sources.

Matt Click has said they can definitely investigate it.

- 5.3 Receive a presentation providing an update on the agreements with the Bay Area Infrastructure Financing Authority (BAIFA) and the Bay Area Toll Authority (BATA). INFORMATION

The Board received a brief presentation from Samantha Soules on providing an update on the agreements with the Bay Area Infrastructure Financing Authority (BAIFA) and the Bay Area Toll Authority (BATA).

Chair Papan asked if there are any issues with other corridors that we should be concerned about.

Samantha Click said she has not heard any newsworthy but will be happy to follow up on performance.

Director Aguirre commented that it is important to look at lessons learned from other express lanes and see how we can adjust a be ahead of the game on issues.

- 5.4 Receive a Presentation on SMCEL-JPA Branding Update and Recommendation. INFORMATION

The Board received a brief overview and background on the SMCEL-JPA Branding recommendation from Robert Casumbal.

The Board received a presentation on the SMCEL-JPA Branding Update and Recommendation from Jens-Peter Jungclaussen, InkëDesign. This branding effort

includes a brand environment analysis, details on message development and logo recommendation.

Director Beach commented on how we can distinguish between the Fastrak we have now and the new Fastrak. The word “train” can be confusing in this context. This logo could benefit the public if the logo is shared and be modified for San Francisco 101 Express Lanes, VTA, where the public would see a consistent logo with a qualifier. She personally likes the San Mateo County rather than Authority. Distinguishing San Mateo County is good for the County and hopefully staff and consultants make it coherent 101 into the future with our partners.

Chair Papan concurs with Director Beach.

Director Horsley commented that out of the three logos, he liked the middle logo that has Express Lanes and San Mateo County.

Vice Chair Medina commented and agrees with Director Beach’s comments. He has added that in his opinion the stylescape of logos, he sees it to be a little busy.

Jens-Peter Jungclaussen said the stylescapes are a collage of ideas of how it could look however it can be simpler designs.

Director Derwin asked if other bay area communities where there are Express Lanes, do they pass through multiple counties or are we the only one. Robert said they are taking that into consideration. She personally likes the stylescapes and the business.

Director Aguirre likes the styles and prefers to have the San Mateo County added.

Leo Scott answered Director Derwin’s multiple county corridors. 680 crosses now between Santa Clara and Contra Costa and envision to go into Solano. The 880 corridor currently is in both Alameda and Santa Clara Counties.

Director Derwin asked if these Express Lanes throughout the Bay Area have a common logo throughout the corridor.

Leo Scott noted that the other express lanes in the Bay Area have multiple operators as the lanes cross counties.

Chair Papan commented that the most important thing would be the 3 people in the car.

Chair Aguirre commented if one of the three people could show one to be a woman with long hair. Peter said it is a great idea.

April noted what the next steps would be for the branding/logo work. She commented that staff’s purpose at today’s meeting is to get the Board’s reaction and comments and would like to take those comments and make adjustments. Next

steps would be for the marketing team to incorporate changes so staff can begin incorporating them into the marketing materials and be able to roll it out to public.

Drew commented about having two people with long hair rather than just one or maybe run it with diversity and inclusivity. He added that he thinks it could be expanded beyond San Mateo County. Peter will try to make it diverse without losing the ability to identify that it's people.

- 5.5 Receive a presentation on the San Mateo County US 101 Express Lanes steps to commence tolling from Santa Clara County to Whipple Ave. INFORMATION

Leo gave an update and introduction to the San Mateo County US 101 Express Lanes steps, along with risks, to commence tolling from Santa Clara County to Whipple Ave that is currently scheduled for December 2021.

Chair Papan asked where is the equipment that monitors how busy the lane is and what will be charged?

Leo Scott said that the CCTV camera polls has a device that has a vehicle detection which reads the traffic on each of the lanes and sends to the fiber to the toll data center where it gets processed.

Drew asked about the blank boxes and street signs missing. He would like to know the status on the uneven pavement on the Willow Rd interchange. He was told that it is tied to the Express Lane and is supposed to get a thin overlay.

Leo Scott said the resurfacing will start later this year once the concrete barriers is removed from the median and they restripe the facility. In the end of a toll zone or segment, we are guaranteeing the price through the patron once they see it on the sign. Drew also mentions that we are not pre-showing Santa Clara pricing on San Mateo signs and Leo said that is correct.

## 6.0 CLOSED SESSION

- 6.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Cal. Gov't Code § 54956.8)  
Property: No. 1 lanes on US 101 N/S from Santa Clara/San Mateo County Line to I-380 interchange  
Agency Negotiator: SMCEL-JPA Executive Council  
Negotiating Parties: SMCEL-JPA; California Department of Transportation  
Under Negotiation: Price and terms of payment for leasehold interest

Chair Papan stated that there was no reportable action taken during closed session.

## 7.0 REPORTS

a) Chairperson Report.

None.

b) Member Communication.

None.

c) Executive Council Report - Executive Council Verbal Report.

Sean Charpentier reported that the statutory authority allowing fully remote public meetings expires at the end of September. If AB 361 is approved by the legislation and signed by the Governor, we will most likely continue with fully remote meetings. If not approved, we may return to in person meetings in October.

d) Policy/Program Manager Report.

None.

#### 8.0 WRITTEN COMMUNICATIONS

None.

#### 9.0 NEXT REGULAR MEETING

October 8, 2021

ADJOURNMENT – 11:04 a.m.

## San Mateo County Express Lanes Joint Power Authority Agenda Report

Date: October 08, 2021

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Accept the Sources and Uses of Funds for the FY21 Period Ending June 30, 2021  
(For further information, contact Derek Hansel, CFO, at 650-508-6466)

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### **RECOMMENDATION**

That the SMCEL-JPA Board accept and enter into the record the Sources and Uses of Funds for the FY21 Period Ending June 30, 2021.

The statement columns have been designed to provide year to date current actuals for the current fiscal year and the annual budget for the current fiscal year.

### **BACKGROUND**

Year to Date Sources of Funds: As of June year-to-date, the Total Sources of Funds are \$2,160,008, which represent the loan advances for FY21 under the two operating loan agreements between the SMCEL-JPA, the San Mateo County Transportation Authority, and the City/County Association of Governments.

Year to Date Uses of Funds: As of June year-to-date, the Total Uses of Funds are \$1,848,794. Major expenses are in Staff Support \$590,255 and Consultant \$1,020,317.

Budget Amendment:

There are no budget amendments for the month of June 2021.

Other Information:

Loan payables represent loan advance payments received since the formation of the SMCEL-JPA from the San Mateo County Transportation Authority and the City/County Association of Governments. Loan advances will be repaid on a monthly basis and no later than five years after the San Mateo County 101 Express Lanes Project begins operations and receives toll revenues.

### **ATTACHMENT**

1. Sources and Uses of Funds Fiscal Year 2021 (June 2021)

**SAN MATEO COUNTY EXPRESS LANE JPA**  
**SOURCES AND USES OF FUNDS**  
**Fiscal Year 2021**  
**June 2021**  
**Unaudited**

	ACTUAL		BUDGET	
	As of 6/30/2021		Annual	
<b>SOURCES OF FUNDS:</b>				
1	Advance from the City/County Association of Governments of San Mateo County	\$ 889,545	\$	917,244
2	Advance from the San Mateo County Transportation Authority	1,270,463		1,270,463
3	<b>TOTAL SOURCES OF FUNDS</b>	<b>2,160,008</b>		<b>2,187,707</b>
<b>USES OF FUNDS:</b>				
4	Staff Support	590,255		814,700
5	Administrative Overhead	53,415		53,415
6	Business Travel	-		3,000
7	Audit and Related Service	16,160		-
8	Office Supplies	-		3,000
9	Printing and Information Svcs	-		5,000
10	Legal Services	57,860		60,000
11	Consultant	1,020,317		1,171,432
12	Insurance	72,983		-
13	Miscellaneous	37,804		77,160
14	<b>TOTAL USES OF FUNDS</b>	<b>1,848,794</b>		<b>2,187,707</b>
15	<b>EXCESS (DEFICIT)</b>	<b>\$ 311,214</b>	<b>\$</b>	<b>-</b>
<b>Additional Information:</b>				
	Loan payables to the City/County Association of Governments of San Mateo County	\$ 1,393,648		
	Loan payables to the San Mateo County Transportation Authority	\$ 1,774,727		

# San Mateo County Express Lanes Joint Power Authority

## Agenda Report

Date: October 08, 2021

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Accept the Sources and Uses of Funds for the FY22 Period Ending August 31, 2021  
(For further information, contact Derek Hansel, CFO, at 650-508-6466)

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### **RECOMMENDATION**

That the SMCEL-JPA Board accept and enter into the record the Sources and Uses of Funds for the FY22 Period Ending August 31, 2021.

The statement columns have been designed to provide year to date current actuals for the current fiscal year and the annual budget for the current fiscal year.

### **BACKGROUND**

Year to Date Sources of Funds: As of August year-to-date, the Total Sources of Funds are \$55,101, which represent the loan advances for FY22 under the two operating loan agreements between the SMCEL-JPA, the San Mateo County Transportation Authority, and the City/County Association of Governments.

Year to Date Uses of Funds: As of August year-to-date, the Total Uses of Funds are \$230,675. Major expenses are in Staff Support \$74,667 and Insurance \$137,275.

Budget Amendment:

There are no budget amendments for the month of August 2021.

Other Information:

Loan payables represent loan advance payments received since the formation of the SMCEL-JPA from the San Mateo County Transportation Authority and the City/County Association of Governments. Loan advances will be repaid on a monthly basis and no later than five years after the San Mateo County 101 Express Lanes Project begins operations and receives toll revenues.

### **ATTACHMENT**

1. Sources and Uses of Funds Fiscal Year 2022 (August 2021)

**SAN MATEO COUNTY EXPRESS LANE JPA**  
**SOURCES AND USES OF FUNDS**  
**Fiscal Year 2022**  
**August 2021**

	<u>ACTUAL</u>		<u>BUDGET</u>	
	As of 8/31/2021		Annual	
<b>SOURCES OF FUNDS:</b>				
1	Advance from the City/County Association of Governments of San Mateo County	\$ 19,232	\$	1,314,045
2	Advance from the San Mateo County Transportation Authority	35,869		1,407,115
3	<b>TOTAL SOURCES OF FUNDS</b>	<b>55,101</b>		<b>2,721,160</b>
<b>USES OF FUNDS:</b>				
4	Staff Support	74,667		689,030
5	Administrative Overhead	15,169		53,415
6	Business Travel	-		10,000
7	Audit and Related Service	-		16,160
8	Office Supplies	-		3,000
9	Printing and Information Svcs	-		5,000
10	Legal Services	-		60,000
11	Consultant	-		1,614,707
12	Insurance	137,275		186,648
13	Miscellaneous	3,563		83,200
14	<b>TOTAL USES OF FUNDS</b>	<b>230,675</b>		<b>2,721,160</b>
15	<b>EXCESS (DEFICIT)</b>	<b>\$ (175,573)</b>	Note 1	<b>\$ -</b>
<b>Note 1: FY22 Deficit as of August 2021 will be covered by the FY21 advance surplus.</b>				
	FY22 Excess (Deficit)	(175,573)		
	FY21 Advance Surplus	311,214		
	Remaining FY21 Advance Surplus	<u>135,641</u>		
<b>Additional Information:</b>				
	Loan payables to the City/County Association of Governments of San Mateo County	\$ 1,414,153		
	Loan payables to the San Mateo County Transportation Authority	\$ 1,812,216		

## San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: October 8, 2021

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Review and approval of Resolution SMCEL 21-16 approving the License Agreements between the City of Menlo Park and SMCEL-JPA, and the City of East Palo Alto and SMCEL-JPA for Express Lanes Toll facilities within City Rights of Way.

(For further information please contact Van Dominic Ocampo at [vocampo@smcgov.org](mailto:vocampo@smcgov.org))

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### **RECOMMENDATION**

Review and approve of Resolution SMCEL 21-16 approving the License Agreements between the City of Menlo Park and SMCEL-JPA, and the City of East Palo Alto and SMCEL-JPA for Express Lanes Toll facilities within City Rights of Way.

### **FISCAL IMPACT**

There is no Fiscal Impact associated with the approval of the two License Agreements. Insurance liability costs for the Express Lanes facilities within the city's Rights of Way are included in the annually adopted SMCEL-JPA Operating Budget, and maintenance expenses will be added to future budgets.

### **SOURCE OF FUNDS**

None.

### **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 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 to Interstate-380.

Installation of the Toll System facilities within the southern segment is almost complete with toll commencement for the said segment currently scheduled the end of 2021. Some of the facilities necessary for the operations of the Express Lanes were installed outside of Caltrans' Right-of-Way and on the adjacent cities' rights of way. Examples of these facilities include, pull boxes, conduits, cables,

electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc. An encroachment was previously issued by the cities for the work to occur, but as the installation is now complete, it is necessary for the SMCEL-JPA to enter into License Agreements with the cities to document the presence of these facilities within the cities' rights of way.

The attached License Agreements are for the cities of Menlo Park and East Palo Alto. Separate License Agreements for the other cities where toll facilities were also installed in their rights of way will follow as installation work gets completed.

#### **ATTACHMENTS**

1. Resolution SMCEL 21-16
2. Attachment A - License Agreement between the City of Menlo Park and SMCEL-JPA
3. Attachment B - License Agreement between the City of East Palo Alto and SMCEL-JPA

## **RESOLUTION SMCEL 21-16**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) AUTHORIZING THE CHAIR TO EXECUTE THE LICENSE AGREEMENTS BETWEEN SMCEL-JPA AND THE CITY OF MENLO PARK AND BETWEEN SMCEL-JPA AND THE CITY OF EAST PALO ALTO.**

**RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that,

**WHEREAS**, the 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; and

**WHEREAS**, some of the facilities necessary for the long-term operations of the Express Lanes were installed within city rights of way including, but not limited to, pull boxes, conduits, cables, electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc.; and

**WHEREAS**, the cities own and control the public right-of-way where these facilities were installed and will remain for the long-term operation of the Express Lanes; and

**WHEREAS**, the cities agree to allow the installation of these facilities within the public rights of way so long as the Express Lanes is in operation; and

**WHEREAS**, SMCEL-JPA is responsible for maintaining the facilities at no cost to the cities;

**NOW THEREFORE BE IT RESOLVED**, that the SMCEL-JPA Board of Directors authorizes the Chair to execute the License Agreements between SMCEL-JPA and the City of Menlo Park and between SMCEL-JPA and the City of East Palo Alto.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY OF OCTOBER 2021.**

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*Diane Papan, Chair*

## LICENSE

This LICENSE AGREEMENT (“License”), made and entered into this 10/1/2021 by and between the City of Menlo Park, California, a municipal corporation (“Licensor”) and the San Mateo County Express Lanes Joint Powers Authority (“Licensee”). Together the Licensor and Licensee are referred to herein as “the Parties.”

## **RECITALS**

- A. The Licensor owns or controls a certain parcel, easement or public right-of-way (the “Property”) more particularly described in Exhibit A.
- B. The Licensee wishes to install facilities for long-term operation of the San Mateo County Express Lanes Project on the portions of the Licensor’s Property as shown in Exhibit A (the “Premises”).
- C. The Licensor agrees that Licensee may install the Facilities on the Premises so long as Licensee maintains the Facilities under terms established by this License.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. License. Subject to the terms and conditions of this License, the Licensor licenses Licensee to construct, install, operate, maintain, repair, replace, and remove equipment as necessary for the operation of the San Mateo County Express Lanes Project (the “Facilities”) on the Premises as more particularly shown on the drawing which is attached hereto as Exhibit A to this License.
- 2. Use. Licensee shall use the Premises solely for purposes of the operation of the San Mateo County Express Lanes Project. This License is limited to the usage expressly allowed and described in this agreement. Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation or to install fencing on any portion of the Premises. Licensee shall not during construction or otherwise, in City’s sole and reasonable judgment, impede access to or in any way obstruct, interfere with or hinder the use of any City property.
- 3. Term and Termination. The term of this License shall commence upon issuance of all City approvals and/or entitlements required for installation of the Facilities, including but not limited to an encroachment permit. The term shall of this License shall cease when this License is terminated pursuant to this section of this License. Licensor may terminate this License in the event of Licensee’s default of any License provisions and failure to cure within 60 days of written notice provided pursuant to Paragraph 23 of this License, or at any time with 120 days of written notice provided pursuant to Paragraph 23 of this License.
- 4. Installation and Conformity with Approved Plans and Specifications. At its own expense, Licensee shall design, install and construct the Facilities of such material, and in a manner that will not at any time be a source of danger to, or interfere with the Licensor’s present or future use of the Premises, including but not limited to, use of the Premises as public right-of-way, or the use of the Premises by any utility presently franchised by the Licensor with installations in place at the time this License is entered into. If prior to installation, Licensor determines that the Licensee’s proposed installation will interfere with existing or proposed Licensor installations

or any underground installations that predate this License, then Licensee shall at its sole expense redesign the Facilities to eliminate the interference as described by Licensor.

The Facilities shall be constructed, installed, and maintained in conformity with the Licensor-approved plans and specifications, which are incorporated and hereby approved by reference. The Parties agree that the presentation of plans and specifications of the Facilities shall be a discretionary approval of the plan or design by the Licensee and a determination by Licensee that such plans or design are reasonable, and that the approval of the plans and specifications shall be a discretionary approval of the plan or design by the Licensor and a determination by Licensor that the plans and designs are reasonable. Before performing any construction, Licensee's contractors shall obtain all permits and insurance required by Licensor for work within the right-of-way and will pay all fees and reimburse Licensor for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facilities, Licensee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the Licensor, in accordance with Licensor's standard designs and specifications.

If, in the sole judgment of Licensor, Licensee at any time fails to perform its obligations under this section, Licensor, at its option, may perform whatever work it deems necessary for the public safety, health and welfare, and Licensee shall reimburse Licensor within thirty (30) days after Licensor invoices Licensee for the actual cost to Licensor of performing such work. However, Licensor is not required to perform such work, and any failure by Licensor to perform Licensee's obligations shall not release Licensee from liability for any loss or damage caused by Licensee's failure to perform its obligations.

Installation and maintenance of the Facilities shall be accomplished in a manner which will not unreasonably impede Licensor's access to the Premises or impede its use for operation and maintenance of infrastructure, as determined by Licensor. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the Licensor's requirements.

If the Facilities or any part thereof creates an emergency condition, and Licensor determines that the situation makes it unreasonable to notify Licensee or await action by Licensee, Licensor may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of Licensee and Licensee will reimburse the Licensor within thirty (30) days after the Licensor invoices Licensee for its actual cost of performing such work.

5. Removal. If operation of the San Mateo County Express Lanes permanently ends or ceases for a period of time greater than 12 months, or should the Facilities be rendered unusable, infeasible or no longer necessary, Licensee agrees, at its sole cost and expense to remove the Facilities within one year of the Facilities use ceasing.
6. Licensee shall repair any damage to the Premises where such damage is caused by Licensee, any of its agents, representatives, employees, contractors, or subcontractors, as a result of the installation, construction, operation, maintenance, and repair of the Facilities, at its sole cost, as soon as possible, but in no event more than ten (10) days from the date Licensee first receives notice of such damage, except those repairs which require more than ten (10) working days to repair as long as Licensee has commenced the repairs within such period and thereafter

diligently pursues the repair to completion. All repairs shall be performed to the reasonable satisfaction of the City. If Licensee fails to repair or refinish any such damage, City may, in its sole discretion, repair, or refinish such damage and Licensee shall reimburse City for all costs and expenses incurred in such repair or refinishing.

7. As-Built. Upon completion of the construction and installation of the Facilities, the Licensee shall promptly provide Licensor with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
8. Location Markers and Marking. As deemed necessary by Licensor, Licensee shall furnish, install, and place signs to give notice and location of the Facilities. Licensee shall install permanent markers situated so as not to impede use of the Premises by the Licensor, members of the public or currently franchised utilities on each side of the public right-of-way where the Facilities cross the right-of-way. The permanent markers placed inside the Facilities shall indicate the location of the Facilities, the name and address of Licensee, and a telephone contact number for information regarding the Facilities. Licensee shall conduct periodic inspections of the markers to ensure that such markers are legible and in place as required herein. Licensee shall provide access to the Facilities whenever requested to do so by Licensor, any franchised utility, and any licensed contractor excavating near the Facilities.
9. Indemnity. Licensee agrees to indemnify, defend (with counsel approved by City) and hold harmless the Licensor and its elected and appointed officials, agents and employees from any claims, actions, losses, liabilities, damages, costs, expenses, suits or other proceedings arising from or out of the acts or omissions of the Licensee, its agents, representatives, contractors or subcontractors or arising from Licensee's rights and obligations under this License, including the failure of the Licensee, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Licensee herein, except to the extent any claims, actions, losses, liabilities, damages, costs, expenses, suits or other proceedings are caused by the active negligence or willful misconduct of the City or design specifications imposed by City staff as conditions.
10. Insurance. During the Term of this License, Licensee shall obtain and maintain the insurance set forth in Exhibit B to this Agreement.
11. Damages. Licensee shall repair or pay for all actual damages to the Premises, caused by Licensee's activities.
12. Interference. Whenever, after Licensee installs the Facilities, Licensor determines that the Facilities are not located as indicated on as-built plans provided to Licensor by the Licensee, and the Facilities interfere with Licensor's use of the Premises, Licensee shall immediately relocate the Facilities to another location approved in advance by Licensor, at Licensee's sole expense, restoring the surface to its prior condition.

If the Facilities are at the location indicated on the as-built plans provided to Licensor by Licensee and the Facilities interfere with Licensor's use of the Premises, Licensor will provide written notice to Licensee that relocation of the Facilities is required and the Licensee shall relocate the Facilities within ninety (90) days of notice to the new location as approved in advance by Licensor, at Licensee's sole expense, restoring the surface to its prior condition.

13. Interference with Utility. Whenever, after Licensee installs the Facilities, Licensor determines that the Facilities are not located as indicated on as-built plans provided to Licensor by Licensee, the Facilities interfere with the reasonable use of the Premises by a utility holding a franchise issued prior to execution of this License, Licensee shall immediately relocate the facility to a location approved in advance by Licensor. None of the related costs shall be paid by Licensor. If the Facility is at the location indicated on the as-built plans provided to the Licensor by the Licensee and it is alleged by a utility franchised by the Licensor prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the Licensor's Property, the Licensee shall make a good faith effort to negotiate with the previously-franchised utility to resolve any conflict. None of the related costs shall be paid by the Licensor. The Licensee and the previously franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface. [first in time, first in right]
14. Installation by Third Party. Unless required by a pre-existing agreement, state or federal law, applicable government regulation, or order from a court of competent jurisdiction, Licensor shall not voluntarily permit, authorize or approve any installation or construction by a third party that would deprive Licensee of, or unreasonably interfere with Licensee's use and enjoyment of, the Premises during the term of the License. If any road, street, sidewalk, passageway, fire alarm, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenances or facility is placed along or across the Facilities by any entity other than Licensor, and the construction requires the Licensee to relocate the Facilities, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by Licensor.
15. Waiver. The waiver by either party of any breach or violation of any term, covenant, or condition of this License shall not be deemed a waiver of such term, covenant, condition, ordinance, or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.
16. Entire Agreement. This License contains the entire agreement of the parties regarding the Facilities and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
17. Changes. Changes to this License are not binding unless made in a written amendment to this License duly authorized by each of the Parties.
18. Binding Effect and Authority. This License is binding upon and inures to the benefit of the successors and/or assigns of the parties. Each individual executing this License on behalf of a party entity represents and warrants that he or she is duly authorized to execute this License on behalf of that party.
19. Compliance with Laws. The Licensee and its contractors shall comply with all federal, state, and local laws, ordinances, regulations, and rules and will not discriminate illegally against any person.

20. Venue and Governing Law. This License is governed by and construed and enforced in accordance with the laws of the State of California. In the event of litigation, venue will be in the County of San Mateo.
21. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.
22. Assignment. The Licensee may only assign its obligations under this Agreement with the prior written consent of City, which will not be unreasonably withheld. In connection with any such assignment, Association and its assignee will execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Manager and City Attorney
23. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

San Mateo County Express Lanes Joint Powers Authority  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

For purposes of giving formal, written notice to Licensor, Licensor's address is:

City of Menlo Park  
Public Works Department  
701 Laurel Street  
Menlo Park CA 94025

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this Section.

## EXHIBITS

- Exhibit A – Description of Property, Premises, and Facilities
- Exhibit B – Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF MENLO PARK

SAN MATEO COUNTY EXPRESS LANES  
JOINT POWERS AUTHORITY

By:  7A264995A264408...  
Starla Jerome-Robinson  
City Manager

By: \_\_\_\_\_  
DIANE PAPAN  
CHAIR

Approved as to form:

Approved as to form:

By:  44FFE23C8E6B458... \_\_\_\_\_  
Nira F. Doherty  
City Attorney

By: \_\_\_\_\_  
Timothy Fox  
Legal Counsel

## **EXHIBIT A**

### Description of Property, Premises, and Facilities

**Exhibit A - Description of Property, Premises, and Facilities**

**Tolling Equipment within  
City of Menlo Park  
From Station 251+00 to 251+50**

**CITY OF MENLO PARK**

TOLLING ITEM #2:  
PHOTOELECTRIC UNIT  
ON TYPE 1-B STANDARD

MENALTO Ave

PO&E

TOLLING ITEM #1:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T01600

CITY R/W

CITY R/W

STATE R/W

STATE R/W

SB ROUTE 101

"NET" LINE

250

255

NB ROUTE 101

STATE R/W

CITY R/W

STATE R/W

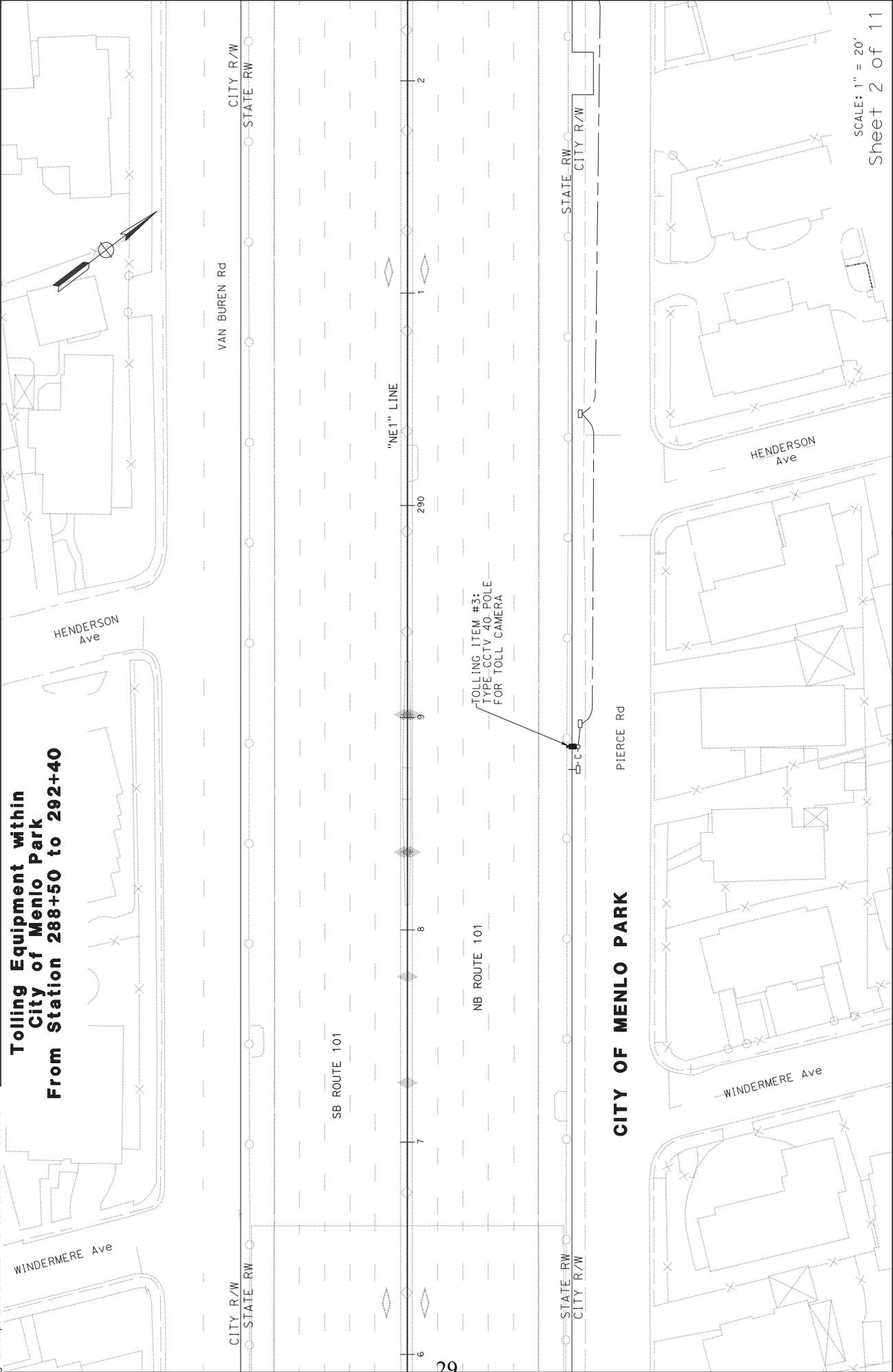
CITY R/W

E. BAYSHORE Rd.

POPLAR Ave

MENALTO Ave

**Tolling Equipment within  
City of Menlo Park  
From Station 288+50 to 292+40**



# Tolling Equipment within City of Menlo Park From Station 292+40 to 296+00

MENLO OAKS Dr

ALMANOR Ave

VAN BUREN Rd

CITY R/W STATE RW CITY R/W STATE RW

SB ROUTE 101

"NET" LINE

NB ROUTE 101

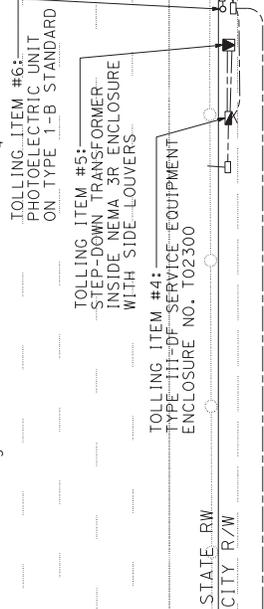
STATE RW CITY R/W STATE RW CITY R/W

PIERCE Rd

ALMANOR Ave

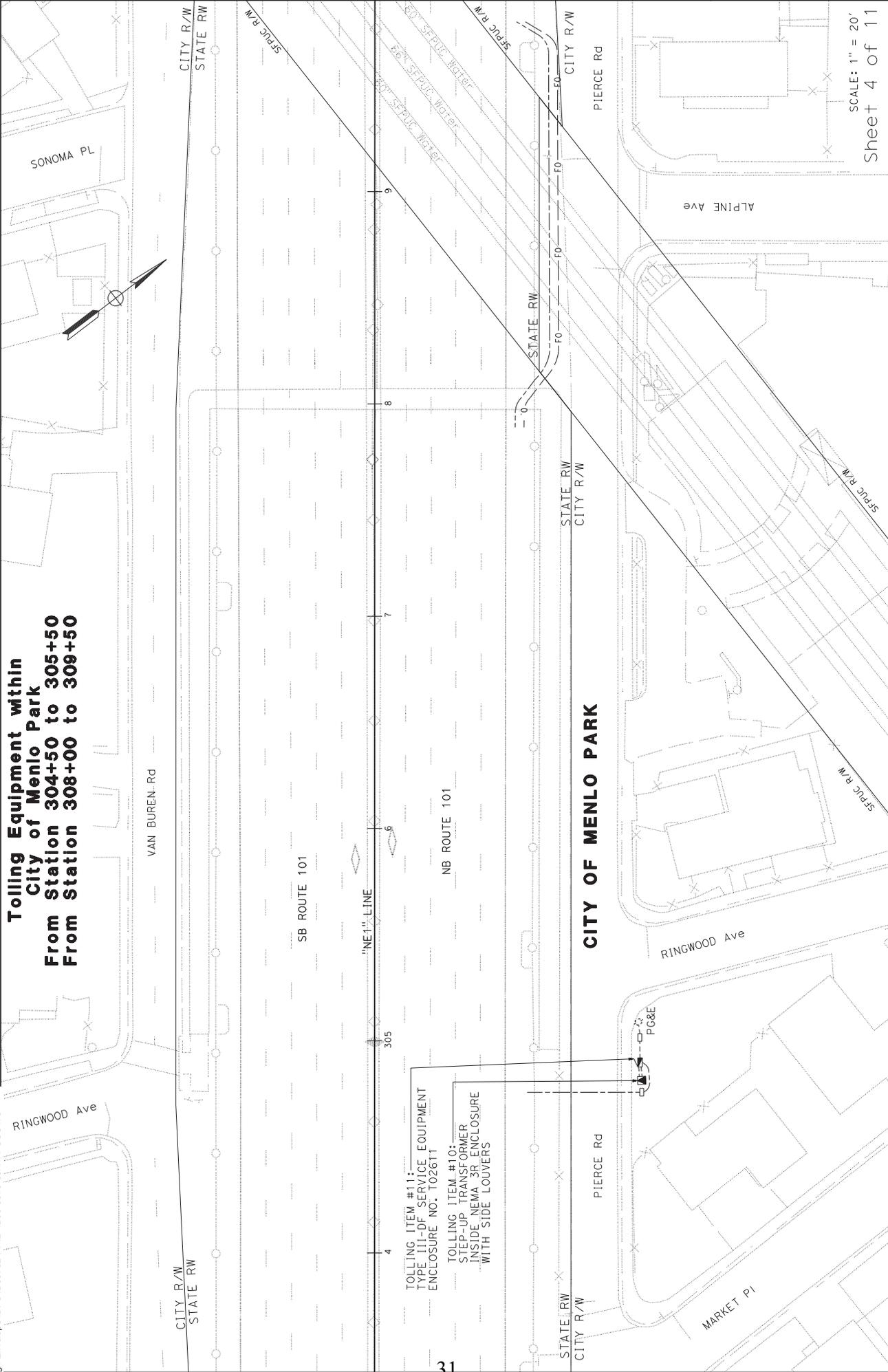
BERKELEY Ave

## CITY OF MENLO PARK



30

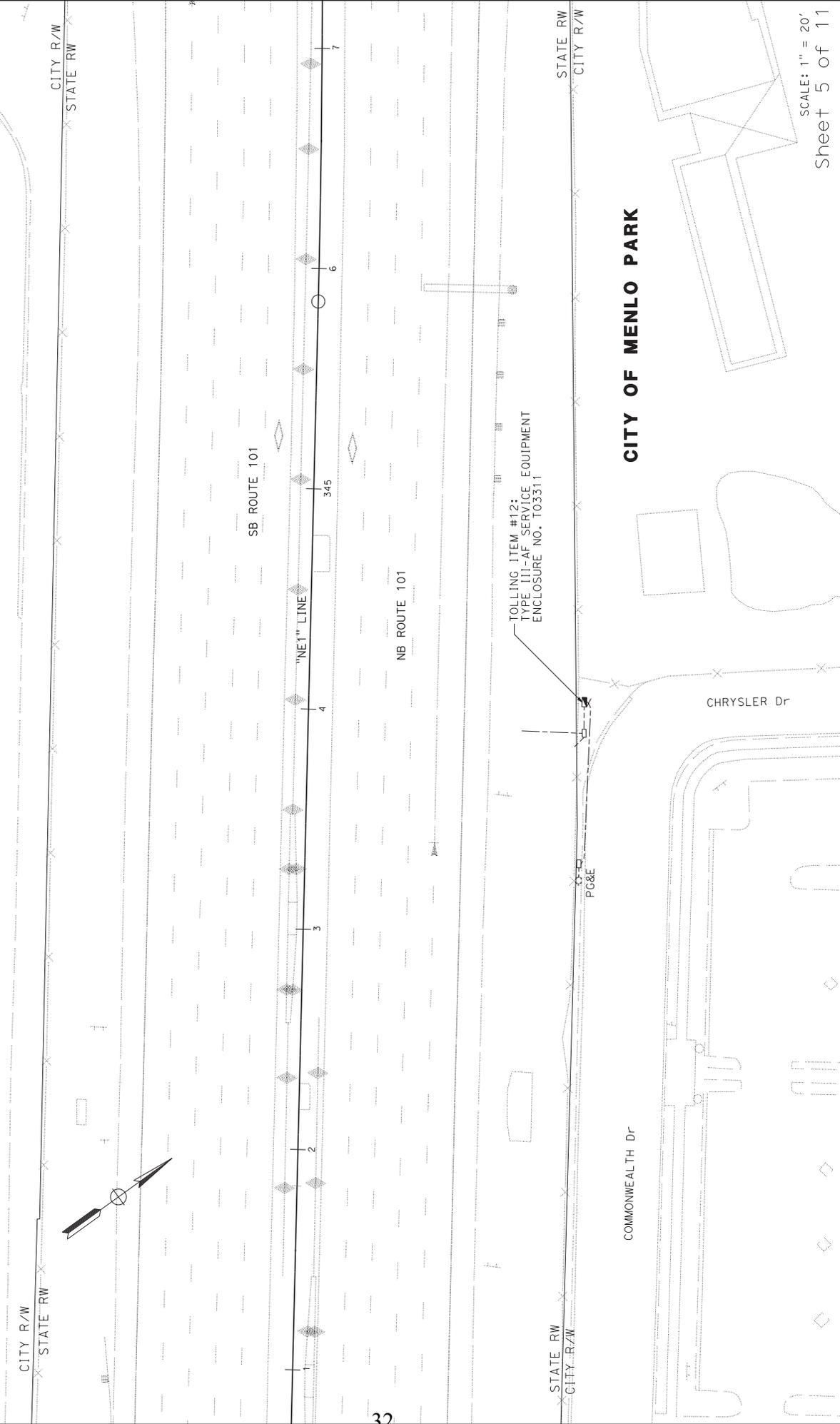
**Tolling Equipment Within  
City of Menlo Park  
From Station 304+50 to 305+50  
From Station 308+00 to 309+50**



TOLLING ITEM #11:  
TYPE III-DF SERVICE EQUIPMENT  
ENCLOSURE NO. T02611

TOLLING ITEM #10:  
STEP-UP TRANSFORMER  
INSIDE NEMA 3R ENCLOSURE  
WITH SIDE LOUVERS

# Tolling Equipment within City of Menlo Park From Station 343+00 to 344+50



# Tolling Equipment within City of Menlo Park



TOLLING ITEM #1:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T01600

TOLLING ITEM #1:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T01600

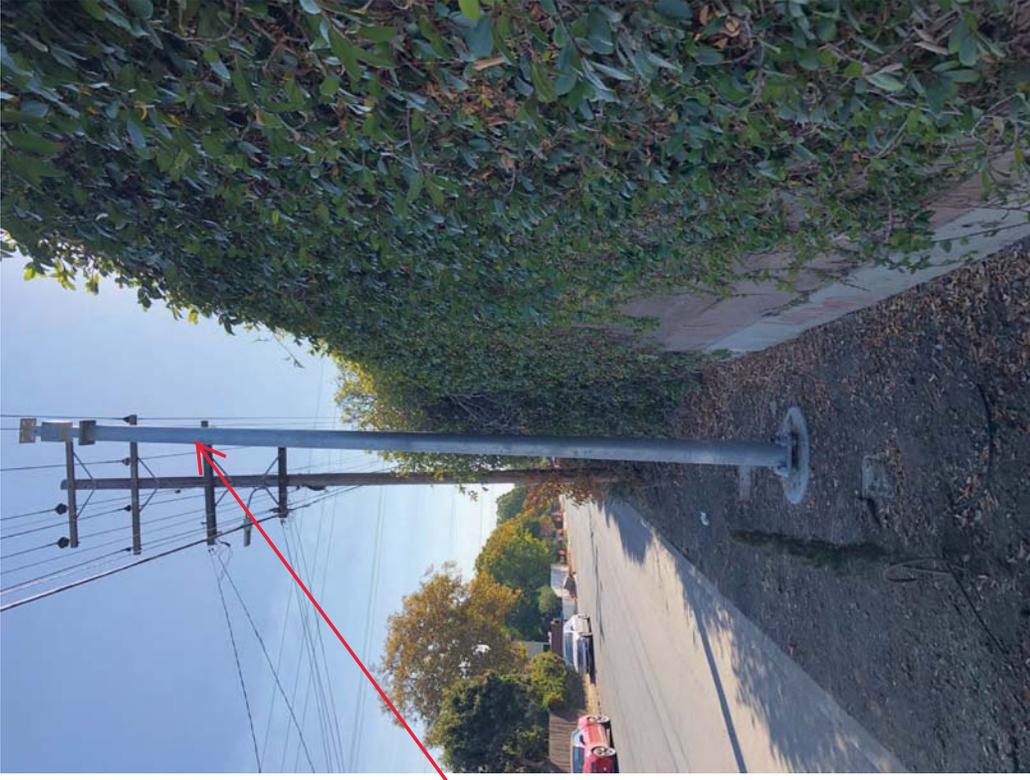
TOLLING ITEM #2:  
PHOTOELECTRIC UNIT ON  
TYPE 1-B STANDARD



# Tolling Equipment within City of Menlo Park



TOLLING ITEM #3:  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA



# Tolling Equipment within City of Menlo Park



TOLLING ITEM #6:  
PHOTOELECTRIC UNIT ON  
TYPE 1-B STANDARD



TOLLING ITEM #5:  
STEP-DOWN TRANSFORMER  
INSIDE NEMA 3R ENCLOSURE  
WITH SIDE LOUVERS



TOLLING ITEM #4:  
TYPE III-DF SERVICE EQUIPMENT  
ENCLOSURE NO. T02300

# Tolling Equipment within City of Menlo Park



TOLLING ITEM #7:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR VARIABLE TOLL MESSAGE SIGN



TOLLING ITEM #9:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR UNINTERRUPTIBLE POWER SUPPLY

TOLLING ITEM #8:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR ELECTRONIC TOLL SYSTEM



# Tolling Equipment within City of Menlo Park

# Tolling Equipment within City of Menlo Park



TOLLING ITEM #12:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T03311

## **EXHIBIT B**

### **Insurance Requirements**

Licensee, at its own cost and expense, will maintain the following insurance coverages once toll equipment is installed and owned by the Licensee:

#### **Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the toll equipment property.

#### **Liability Insurance.**

General Liability insurance at a \$1M limit per occurrence and a general aggregate limit of \$2M for bodily injury and property damage arising from the ownership of the installed toll equipment. A separate Contractor will maintain the toll equipment and will assume direct liability for such maintenance, but Licensee will have vicarious liability protection for the ownership of the toll equipment. Licensee will require that such maintenance contractor will have at least \$1M in liability insurance limits.

## **LICENSE**

This LICENSE AGREEMENT (“License”), made and entered into this 16<sup>th</sup> day of March, 2021, by and between the City of East Palo Alto, California, a municipal corporation (“Licensor”) and the San Mateo County Express Lanes Joint Powers Authority (“Licensee”). Together the Licensor and Licensee are referred to herein as “the Parties.”

## **RECITALS**

- A. The Licensor owns or controls a certain parcel, easement or public right-of-way (the “Property”) more particularly described in Exhibit A.
- B. The Licensee wishes to install facilities for long-term operation of the San Mateo County Express Lanes Project on the portions of the Licensor’s Property as shown in Exhibit A (the “Premises”).
- C. The Licensor agrees that Licensee may install the Facilities on the Premises so long as Licensee maintains the Facilities under terms established by this License.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **License.** Subject to the terms and conditions of this License, the Licensor licenses Licensee to construct, install, operate, maintain, repair, replace, and remove equipment as necessary for the operation of the San Mateo County Express Lanes Project (the “Facilities”) on the Premises as more particularly shown on the drawing which is attached hereto as Exhibit A to this License.
- 2. **Use.** Licensee shall use the Premises solely for purposes of the operation of the San Mateo County Express Lanes Project and will not use it for any other purpose whatsoever without an amendment to this License. Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation or to install fencing on any part of the Premises.
- 3. **Term and Termination.** The term of this License shall commence upon final approval of the encroachment permit for the work covered by the License and last until this License is terminated. Licensor may terminate this License in the event of Licensee’s default of any License provisions and failure to cure within 60 days of written notice provided pursuant to Paragraph 25 of this License.
- 4. **Installation and Conformity with Approved Plans and Specifications.** At its own expense, Licensee shall design, install and construct the Facilities of such material, and in a manner that will not at any time be a source of danger to, or interfere with the Licensor’s present or future use of the Premises, including but not limited to, use of the Premises as public right-of-way, or the use of the Premises by any utility presently franchised by the Licensor with installations in place at the time this License is entered into. If prior to installation, Licensor determines that the Licensee’s proposed installation will interfere with existing or proposed Licensor installations or any underground installations that predate this License, then Licensee shall at its sole expense redesign the Facilities to eliminate the interference as described by Licensor.

The Facilities shall be constructed, installed, and maintained in conformity with the Licensor-approved plans and specifications, which are incorporated and hereby approved by reference. The Parties agree that the presentation of plans and specifications of the Facilities shall be a discretionary approval of the plan or design by the Licensee and a determination by Licensee that such plans or design are reasonable, and that the approval of the plans and specifications shall be a discretionary approval of the plan or design by the Licensor and a determination by Licensor that the plans and designs are reasonable. Before performing any construction, Licensee's contractors shall obtain all permits and insurance required by Licensor for work within the right-of-way and will pay all fees and reimburse Licensor for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facilities, Licensee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the Licensor, in accordance with Licensor's standard designs and specifications.

If, in the sole judgment of Licensor, Licensee at any time fails to perform its obligations under this section, Licensor, at its option, may perform whatever work it deems necessary for the public safety, health and welfare, and Licensee shall reimburse Licensor within thirty (30) days after Licensor invoices Licensee for the actual cost to Licensor of performing such work. However, Licensor is not required to perform such work, and any failure by Licensor to perform Licensee's obligations shall not release Licensee from liability for any loss or damage caused by Licensee's failure to perform its obligations.

Installation and maintenance of the Facilities shall be accomplished in a manner which will not unreasonably impede Licensor's access to the Premises or impede its use for operation and maintenance of infrastructure, as determined by Licensor. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the Licensor's requirements.

If the Facilities or any part thereof creates an emergency condition, and Licensor determines that the situation makes it unreasonable to notify Licensee or await action by Licensee, Licensor may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of Licensee and Licensee will reimburse the Licensor within thirty (30) days after the Licensor invoices Licensee for its actual cost of performing such work.

5. **Removal.** If operation of the San Mateo County Express Lanes ends and the Facilities will no longer be used, Licensee agrees to remove the Facilities within one year of the operation's termination.
6. **As-Builts.** Upon completion of the construction and installation of the Facilities, the Licensee shall promptly provide Licensor with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
7. **Location Markers and Marking.** As deemed necessary by Licensor, Licensee shall furnish, install, and place signs to give notice and location of the Facilities. Licensee shall install permanent markers situated so as not to impede use of the Premises by the Licensor, members of the public or currently franchised utilities on each side of the public right-of-way where the

Facilities cross the right-of-way. The permanent markers placed inside the Facilities shall indicate the location of the Facilities, the name and address of Licensee, and a telephone contact number for information regarding the Facilities. Licensee shall conduct periodic inspections of the markers to ensure that such markers are legible and in place as required herein. Licensee shall provide access to the Facilities whenever requested to do so by Licensor, any franchised utility, and any licensed contractor excavating near the Facilities.

8. **Indemnity.** Licensee agrees to indemnify and hold harmless the Licensor and its elected and appointed officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Licensee, its agents, representatives, contractors or subcontractors or arising from the failure of the Licensee, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Licensee herein. This indemnity shall not apply to any liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of Licensor, or its agents or employees.
9. **Insurance.** During the Term of this License, Licensee shall obtain and maintain the insurance set forth in Exhibit B to this Agreement.
10. **Damages.** Licensee shall repair or pay for all actual damages to the Premises, caused by Licensee's activities.
11. **Interference.** Whenever, after Licensee installs the Facilities, Licensor determines that the Facilities are not located as indicated on as-built plans provided to Licensor by the Licensee, and the Facilities interfere with Licensor's use of the Premises, Licensee shall immediately relocate the Facilities to another location approved in advance by Licensor, at Licensee's sole expense, restoring the surface to its prior condition.

If the Facilities are at the location indicated on the as-built plans provided to Licensor by Licensee and the Facilities interfere with Licensor's use of the Premises, Licensor will provide written notice to Licensee that relocation of the Facilities is required and the Licensee shall relocate the Facilities within ninety (90) days of notice to the new location as approved in advance by Licensor, at Licensee's sole expense, restoring the surface to its prior condition.

12. **Interference with Utility.** Whenever, after Licensee installs the Facilities, Licensor determines that the Facilities are not located as indicated on as-built plans provided to Licensor by Licensee, the Facilities interfere with the reasonable use of the Premises by a utility holding a franchise issued prior to execution of this License, Licensee shall immediately relocate the facility to a location approved in advance by Licensor. None of the related costs shall be paid by Licensor. If the Facility is at the location indicated on the as-built plans provided to the Licensor by the Licensee and it is alleged by a utility franchised by the Licensor prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the Licensor's Property, the Licensee shall make a good faith effort to negotiate with the previously-franchised utility to resolve any conflict. None of the related costs shall be paid by the Licensor. The Licensee and the previously franchised utility shall determine between

themselves who will pay the cost of relocation and restoration of the surface. [first in time, first in right]

13. **Installation by Third Party.** Unless required by a pre-existing agreement, state or federal law, applicable government regulation, or order from a court of competent jurisdiction, Licensor shall not voluntarily permit, authorize or approve any installation or construction by a third party that would deprive Licensee of, or unreasonably interfere with Licensee's use and enjoyment of, the Premises during the term of the License. If any road, street, sidewalk, passageway, fire alarm, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenances or facility is placed along or across the Facilities by any entity other than Licensor, and the construction requires the Licensee to relocate the Facilities, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by Licensor.
14. **Waiver.** The waiver by either party of any breach or violation of any term, covenant, or condition of this License shall not be deemed a waiver of such term, covenant, condition, ordinance, or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.
15. **Mediation.** Should any dispute arise out of this License, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
16. **Entire Agreement.** This License contains the entire agreement of the parties regarding the Facilities and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
17. **Changes.** Changes to this License are not binding unless made in a written amendment to this License duly authorized by each of the Parties.
18. **Binding Effect and Authority.** This License is binding upon and inures to the benefit of the successors and/or assigns of the parties. Each individual executing this License on behalf of a party entity represents and warrants that he or she is duly authorized to execute this License on behalf of that party.
19. **Compliance with Laws.** The Licensee and its contractors shall comply with all federal, state, and local laws, ordinances, regulations, and rules and will not discriminate illegally against any person.

20. Venue and Governing Law. This License is governed by and construed and enforced in accordance with the laws of the State of California. In the event of litigation, venue will be in the County of San Mateo.
21. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.
22. Assignment. The Licensee shall not assign or transfer any interest in this Agreement to a private party without the prior written consent of Licensor which consent shall not be unreasonably withheld.
23. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

San Mateo County Express Lanes Joint Powers Authority  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

For purposes of giving formal, written notice to Licensor, Licensor's address is:

City of East Palo Alto  
Public Works Department  
1960 Tate Street  
East Palo Alto, CA 94303

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this Section.

## **EXHIBITS**

- Exhibit A – Description of Property, Premises, and Facilities
- Exhibit B – Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF EAST PALO ALTO

SAN MATEO COUNTY EXPRESS LANES  
JOINT POWERS AUTHORITY



By: Jaime M. Fontes  
City Manager

By: DIANE PAPAN  
CHAIR

Approved as to form:

Approved as to form:



By: Rafael Alvarado  
City Attorney

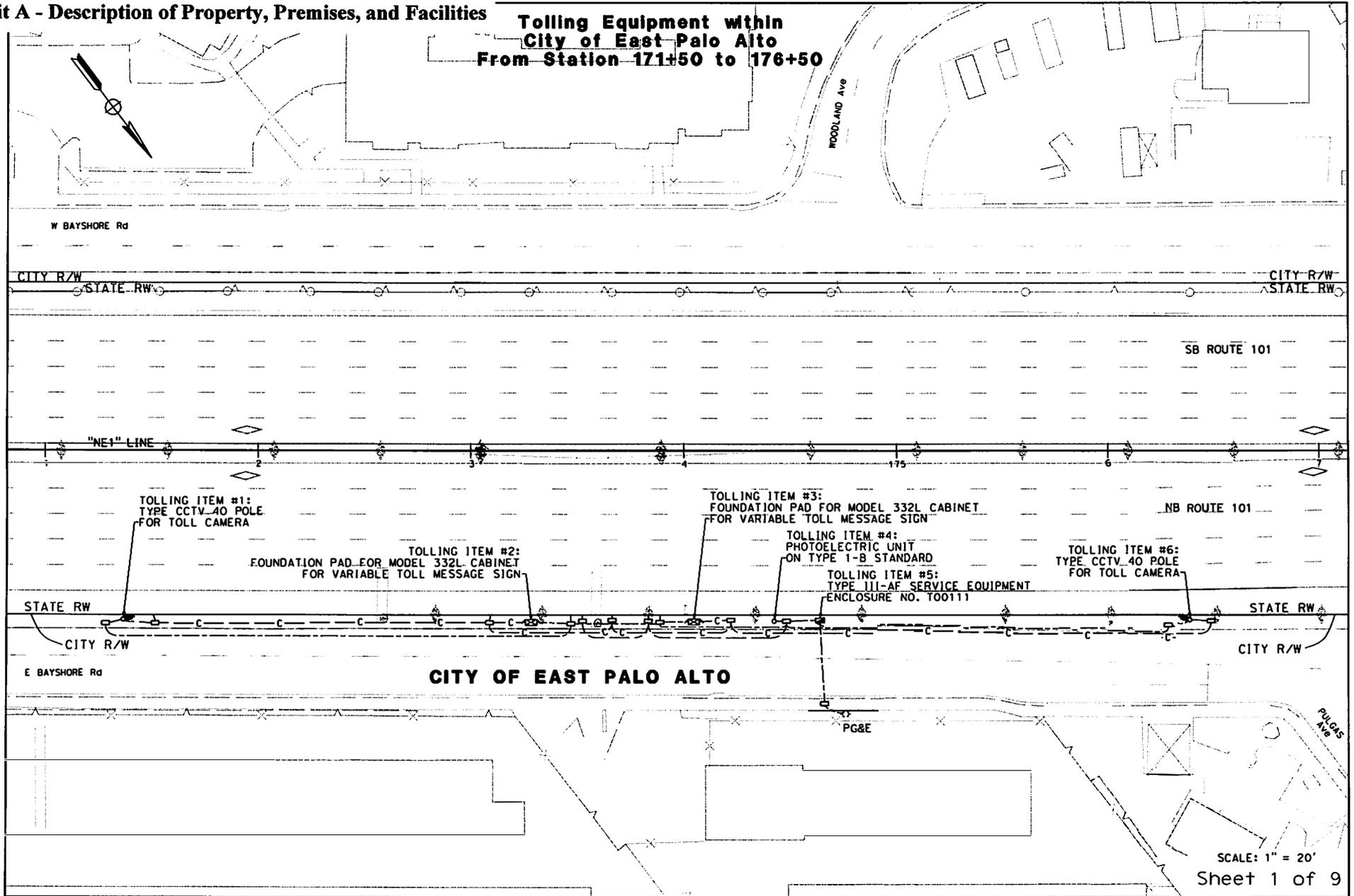
By: Timothy Fox  
Legal Counsel

**EXHIBIT A**

**Description of Property, Premises, and Facilities**

**Exhibit A - Description of Property, Premises, and Facilities**

**Tolling Equipment within  
City of East Palo Alto  
From Station 171+50 to 176+50**



**Tolling Equipment within  
City of East Palo Alto  
From Station 191+00 to 193+50**



E CLARE AVE

W BAYSHORE Rd

CITY R/W  
STATE RW

CITY R/W  
STATE RW

SB ROUTE 101

"NE1" LINE

8

9

190

1

2

3

NB ROUTE 101

TOLLING ITEM #8:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR ELECTRONIC TOLL SYSTEM

TOLLING ITEM #7:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR UNINTERRUPTIBLE POWER SUPPLY

STATE RW  
CITY R/W  
E BAYSHORE Rd

**CITY OF EAST PALO ALTO**

STATE RW  
CITY R/W

MATCH LINE (Sheet 3 of 9)

SCALE: 1" = 20'  
Sheet 2 of 9

**Tolling Equipment within  
City of East Palo Alto  
From Station 193+50 to 199+00**

SB ROUTE 101

"NET" LINE

NB ROUTE 101

TOLLING ITEM #10:  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA

STATE RW

STATE RW

CITY R/W

CITY R/W

E BAYSHORE Rd

**CITY OF EAST PALO ALTO**

MATCH LINE (on this sheet)

TOLLING ITEM #9:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T00511

PG&E

SCALE: 1" = 20'

Sheet 3 of 9



WATCH LINE (2 OF 9)

MATCH LINE (on this sheet)

**Tolling Equipment within  
City of East Palo Alto  
From Station 226+00 to 227+00**

SB ROUTE 101

"NE1" LINE

NB ROUTE 101

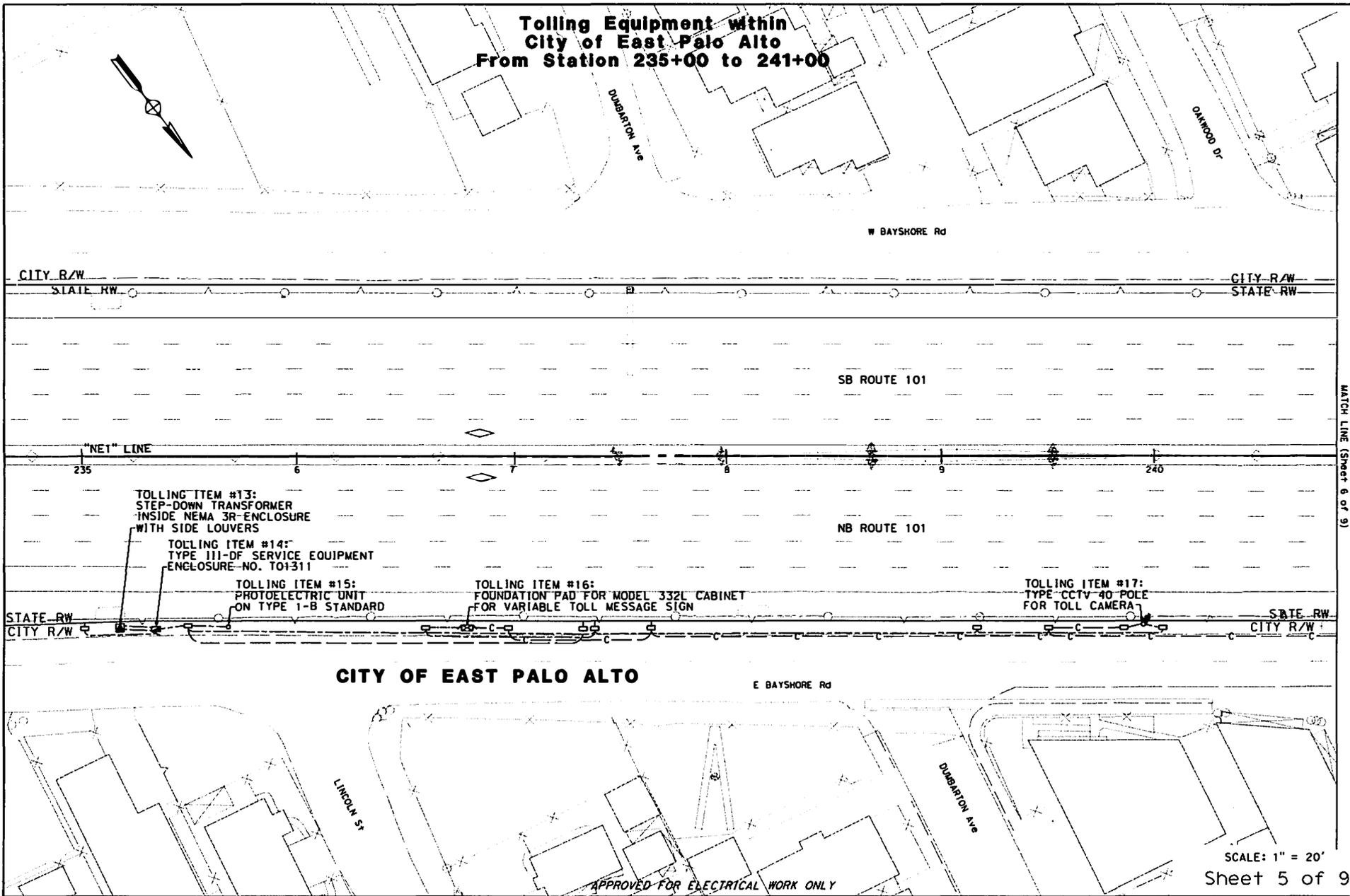
TOLLING ITEM #12:  
STEP-UP TRANSFORMER  
INSIDE NEMA 3R ENCLOSURE  
WITH SIDE LOUVERS

TOLLING ITEM #11:  
TYPE III-DF SERVICE EQUIPMENT  
ENCLOSURE NO. T011111

**CITY OF EAST PALO ALTO**

SCALE: 1" = 20'  
Sheet 4 of 9

**Tolling Equipment within  
City of East Palo Alto  
From Station 235+00 to 241+00**



TOLLING ITEM #13:  
STEP-DOWN TRANSFORMER  
INSIDE NEMA 3R-ENCLOSURE  
WITH SIDE LOUVERS

TOLLING ITEM #14:  
TYPE III-DF SERVICE EQUIPMENT  
ENCLOSURE-NO. T01311

TOLLING ITEM #15:  
PHOTOELECTRIC UNIT  
ON TYPE 1-B STANDARD

TOLLING ITEM #16:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR VARIABLE TOLL MESSAGE SIGN

TOLLING ITEM #17:  
TYPE CCTV 40-POLE  
FOR TOLL CAMERA

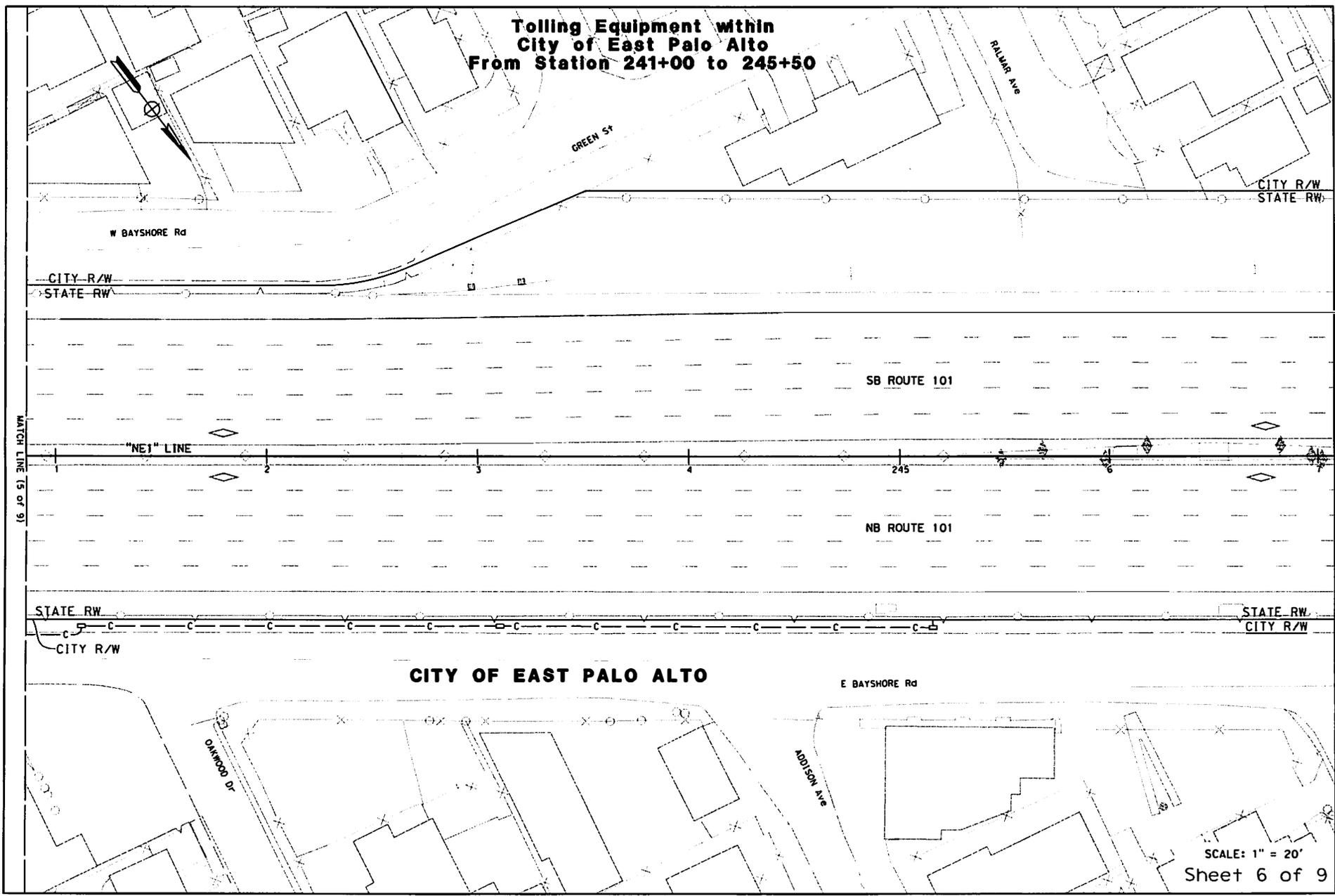
**CITY OF EAST PALO ALTO**

APPROVED FOR ELECTRICAL WORK ONLY

SCALE: 1" = 20'  
Sheet 5 of 9

MATCH LINE (Sheet 6 of 9)

**Tolling Equipment within  
City of East Palo Alto  
From Station 241+00 to 245+50**

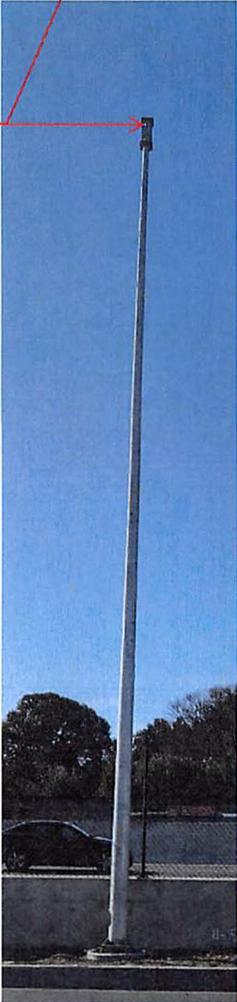
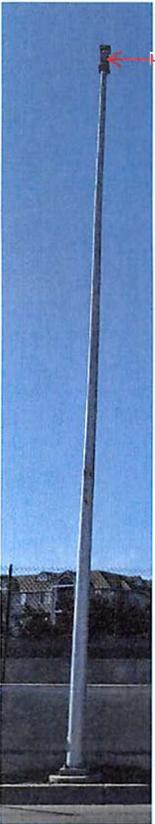


# Tolling Equipment within City of East Palo Alto



**TOLLING ITEM #1:**  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA

**TOLLING ITEM #6:**  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA



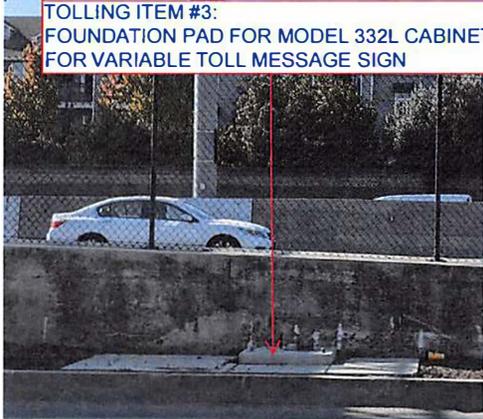
**TOLLING ITEM #2:**  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR VARIABLE TOLL MESSAGE SIGN

**TOLLING ITEM #4:**  
PHOTOELECTRIC UNIT  
ON TYPE 1-B STANDARD

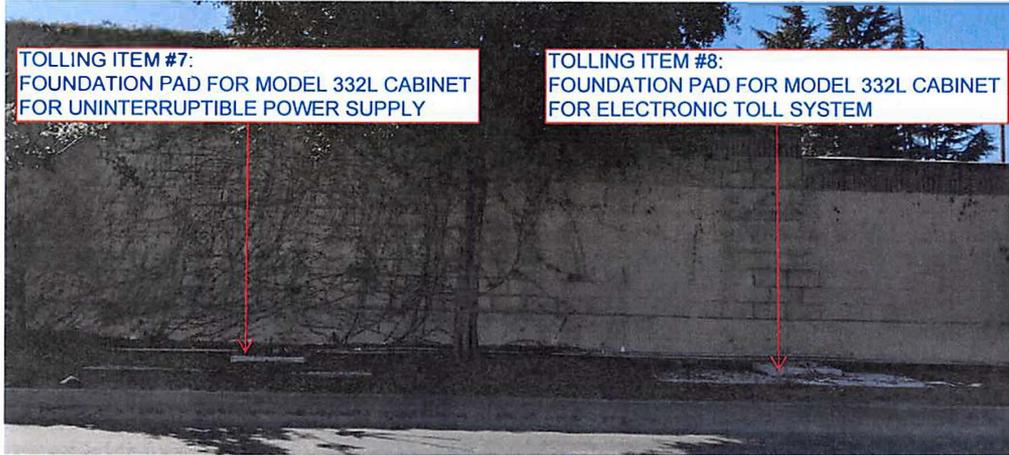


**TOLLING ITEM #3:**  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR VARIABLE TOLL MESSAGE SIGN

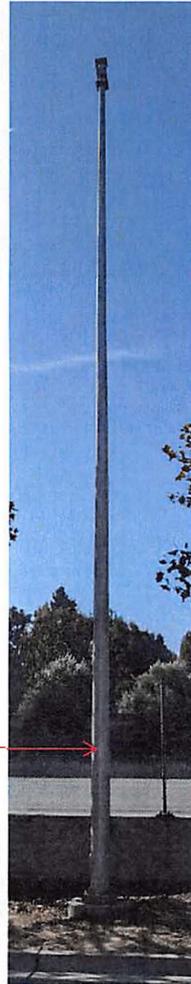
**TOLLING ITEM #5:**  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T00111



# Tolling Equipment within City of East Palo Alto



**TOLLING ITEM #10:**  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA



# Tolling Equipment within City of East Palo Alto



TOLLING ITEM #17:  
TYPE CCTV 40 POLE  
FOR TOLL CAMERA



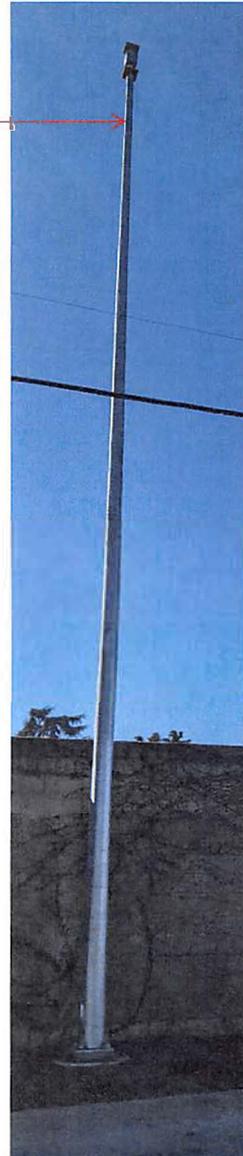
TOLLING ITEM #15:  
PHOTOELECTRIC UNIT  
ON TYPE 1-B STANDARD



TOLLING ITEM #13:  
STEP-DOWN TRANSFORMER  
INSIDE NEMA 3R ENCLOSURE  
WITH SIDE LOUVERS

TOLLING ITEM #14:  
TYPE III-DF SERVICE EQUIPMENT  
ENCLOSURE NO. T01311

TOLLING ITEM #16:  
FOUNDATION PAD FOR MODEL 332L CABINET  
FOR VARIABLE TOLL MESSAGE SIGN



## **EXHIBIT B**

### **Insurance Requirements**

Licensee, at its own cost and expense, will maintain the following insurance coverages once toll equipment is installed and owned by the Licensee:

#### **Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the toll equipment property.

#### **Liability Insurance.**

General Liability insurance at a \$1M limit per occurrence and a general aggregate limit of \$2M for bodily injury and property damage arising from the ownership of the installed toll equipment. A separate Contractor will maintain the toll equipment and will assume direct liability for such maintenance, but Licensee will have vicarious liability protection for the ownership of the toll equipment. Licensee will require that such maintenance contractor will have at least \$1M in liability insurance limits.

## San Mateo County Express Lanes Joint Powers Authority Agenda Report

Date: October 8, 2021

To: San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

From: Executive Council

Subject: Review and approval of Resolution SMCEL 21-17 approving the TA Vendor Contract Supplement #3 with Gray-Bowen-Scott (GBS) not to exceed \$165,000 to continue to provide services to support development and execution of various operating, maintenance and licensing agreements for the SMCEL-JPA in FY 2022.

(For further information please contact April Chan, Chief Officer, Planning, Grants & TA, San Mateo County Transportation Authority Program at [chana@samtrans.com](mailto:chana@samtrans.com))

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### RECOMMENDATION

That the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board review and approve Resolution SMCEL 21-17 approving the TA Vendor Contract Supplement #3 with Gray-Bowen-Scott (GBS) not to exceed \$165,000 to continue to provide services to support development and execution of various operating, maintenance and licensing agreements for the SMCEL-JPA in FY 2022.

### FISCAL IMPACT

The SMCEL-JPA needs to have several agreements in place prior to the opening and the operation of the US101 Express Lanes in late 2021 and 2022 for the southern and northern segments respectively. These agreements include the Toll Facility and Backhaul Operating and Maintenance agreements with the California Department of Transportation (Caltrans) as well as licensing agreements with local jurisdictions due to the installation of toll facility equipment within these jurisdictions' right of way. And the negotiation of these agreements has and will continue to be supported by GBS. Previously, the SMCEL-JPA Board has approved TA Vendor Contract Supplement #1 for GBS at \$114,000 through the end of FY2021. Staff estimates the cost of this work through the end of FY2022 to be \$165,000.

### SOURCE OF FUNDS

The SMCEL-JPA's currently approved FY2022 Budget will provide sufficient budget capacity to sustain the GBS work through November 2021, at which time a FY 2022 budget amendment will be considered by the SMCEL-JPA Board. At the November 2021 meeting, staff will present an updated FY2022 Budget for Board consideration that would include start-up operating costs of the express lanes facility, as well as toll revenue estimates. Included in the Budget amendment will also be funds needed to fully fund GBS support services for the balance of FY 2022.

### BACKGROUND

As part of the Joint Exercise of Powers Agreement between the TA and the City/County Association of Governments of San Mateo County, the TA is to provide fiscal-agent, finance, marketing, communication and other staffing services to the SMCEL-JPA. And occasionally, these services to be provided by the TA would be

more efficiently provided by a vendor contracted by the TA than a separate vendor selected by the SMCEL-JPA under a procurement process.

In March 2021, through Resolution 21-02, the SMCEL-JPA approved the Master Agreement that sets forth the process for vendor contracting by the TA in support of work for the SMCEL-JPA. Also approved was the TA Vendor Contract Supplement #1 with Gray-Bowen-Scott (GBS) not to exceed \$114,000 to provide services to support development and execution of various operating and maintenance agreements for the SMCEL-JPA for FY 2021.

While much work was accomplished in FY 2021, the complexity, volume and challenging negotiations with Caltrans and the local jurisdictions necessitates the continued support of GBS in FY 2022 to finalize and execute these essential agreements.

For the scope of work described above, and which staff have determined it would be beneficial and efficient for the SMCEL-JPA to utilize the existing TA contracts to complete the work described above, the approval of the SMCEL-JPA Vendor Contract Supplements will obligate the SMCEL-JPA to fund and pay what the TA is undertaking on behalf of the SMCEL-JPA.

#### **ATTACHMENTS**

1. Resolution SMCEL-21-17
2. TA Vendor Contract Supplement #3 with Gray-Bowen-Scott

## **RESOLUTION SMCEL 21-17**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY AUTHORIZING VENDOR SUPPLEMENTS #3 TO THE MASTER AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY**

**RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that,

**WHEREAS**, as part of the Joint Exercise of Powers Agreement between the San Mateo County Transportation Authority (TA) and the City/County Association of Governments of San Mateo County (C/CAG), the TA is to provide fiscal-agent, finance, marketing, communication and other staffing services to the SMCEL-JPA; and

**WHEREAS**, these services to be provided by the TA occasionally would be more efficiently provided by a vendor contracted by the TA than a separate vendor selected by the SMCEL-JPA under a procurement process; and

**WHEREAS**, the SMCEL-JPA Board in March 2021 (Resolution 21-02) approved Master Agreement that sets forth the approval process for vendor contracting by the TA in support of work for the SMCEL-JPA; and

**WHEREAS**, the SMCEL-JPA needs to have several agreements in place prior to the opening and the operation of the US101 Express Lanes in late 2021 and late 2022 for the southern and northern segment respectively. Such agreements include the Toll Facility and Backhaul Operating and Maintenance agreements with the California Department of Transportation (Caltrans) as well as licensing agreements with local jurisdictions that have toll facility equipment installed within their right of way; and

**WHEREAS**, Gray-Bowen-Scott (GBS) has and continues to play a key role supporting the SMCEL-JPA staff with developing and negotiating these agreements; and

**WHEREAS**, in consideration of the above, staff recommends the SMCEL-JPA Board approve the TA Vendor Contract Supplement #3 with Gray-Bowen-Scott (GBS) not to exceed \$165,000 to provide services to support development and execution of various operating, maintenance and licensing agreements for the SMCEL-JPA in FY 2022; and

**NOW THEREFORE BE IT RESOLVED**, that the SMCEL-JPA Board of Directors approves the TA Vendor Contract Supplement #3 with Gray-Bowen-Scott (GBS) not to exceed \$165,000 to provide services to support development and execution of various operating and maintenance agreements for the SMCEL-JPA in FY 2022.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY OCTOBER 2021.**

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*Diane Papan, Chair*

## TA VENDOR CONTRACT SUPPLEMENT #2

**Vendor Name:** *Gray/Bowen/Scott*

**TA Contract Number:** *19-T-P-048*

**TA Work Directive/  
Purchase Order Number:** *PO 798*

**TA Project Manager:** *Joe Hurley, TA Program Director*  
[hurleyj@samtrans.com](mailto:hurleyj@samtrans.com)  
*(650) 508-7942*

**Notice to Proceed Date:** *July 1, 2021*

**Payments to be made by JPA to:** *San Mateo County Transportation Authority (TA)*

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### **Description and Scope of Work:**

Provide project management support services, as the San Mateo County Express Lane Joint Powers Authority's (JPA) representative, in preparation of the post construction (operational) activities and responsibility associated with the US-101 Managed Lanes Project (Project) in San Mateo County. Such activities include support in the development and execution of various operating and maintenance agreements for operation of the express lanes as well as licensing agreements with local jurisdictions that have toll facility equipment installed within their right of way.

### **Scope of Work Schedule:**

	<u>Begin</u>	<u>End</u>
<i>Project Management Support</i>	<i>7/1/21</i>	<i>6/30/22</i>

### **Scope of Work Budget:**

Consultant agrees to perform all of the requested support services. The TA shall pay Consultant, based upon time and materials, in a not-to-exceed amount of **\$165,000**.

### **Payment Terms:**

Compensation for Consultant's time shall be according to the agreed upon hourly labor rates. The Authority will pay the Consultant in accordance with terms and condition set forth in TA contract 19-T-P-048.

**Transmittal of Payments:**

The TA will seek reimbursement from JPA in accordance with existing processes. Reimbursements may include costs incurred for work performed prior to the date of this Vendor Contract Supplement.

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**JPA Approval:**      Resolution *[Insert Number]*

**SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY**

**SAN MATEO COUNTY EXPRESS LANES  
JOINT POWERS AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## San Mateo County Express Lanes Joint Powers Authority Agenda Report

**Date:** October 8, 2021

**To:** San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board of Directors

**From:** Executive Council

**Subject:** Review and Approval of Resolution SMCEL 21-18 authorizing the negotiation and execution of a service contract with the California Highway Patrol (CHP) for an initial period of one year commencing upon the opening of the first segment of the 101 Express Lanes in San Mateo County for an amount not to exceed \$200,000.

(For further information please contact April Chan, Chief Officer, Planning, Grants & TA, San Mateo County Transportation Authority Program at [chana@samtrans.com](mailto:chana@samtrans.com))

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### RECOMMENDATION

That the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board review and approve Resolution SMCEL 21-18 authorizing the execution of a service contract with CHP for enforcement services for an initial period of one year commencing upon the opening of the first segment of the 101 Express Lanes in San Mateo County for an amount not to exceed \$200,000.

### FISCAL IMPACT

The total Fiscal Impact will be in the amount of \$200,000 covering an one-year operating period spanning approximately from the last half of FY 2022 through to the first half of FY 2023. Funding amount needed in FY2022 will be included in the FY2022 Budget Amendment that will be presented to the SMCEL-JPA Board for discussion and approval at the November 2021 meeting. Staff plans to include appropriate budget authority in the upcoming FY 2023 SMCEL-JPA Budget for CHP enforcement services, and will review this with the Board as part of the FY2023 budgeting process.

### SOURCE OF FUNDS

At the November 2021 meeting, staff will present an updated FY2022 Budget for Board consideration that would include start-up operating costs of the express lanes facility, as well as toll revenue estimates. Included in the Budget amendment will be funds needed for the CHP Enforcement Services.

### BACKGROUND

On June 11, 2021, the SMCEL-JPA Board approved Resolution 21-10 which adopted SMCEL Ordinance 2021-01 for the Administration of Tolls and Enforcement of Toll Violations for the 101 Express Lanes in San Mateo County, administrative procedures and penalties, enacted pursuant to Article 4, were adopted to ensure that motorists who evade the payment of Tolls while travelling on San Mateo County 101 Express Lanes shall be subject to civil penalties, while ensuring fairness in the treatment of violators.

Pursuit California Streets and Highways Code Section 149.7, SMCEL-JPA shall enter into a contract with CHP that addresses all law enforcement matters related to the toll facility and authorizes reimbursement of this state agency for the enforcement activities, including those under SMCEL Ordinance 2021-01. Other express lane

operators in the State have similar service contracts.

The initial contract would be for the period of one-year beginning with the initiation of tolling, estimated to begin in December 2021. The \$200,000 budget estimate is based on the enforcement levels consistent with other regional express lane operators. The level of enforcement is also dependent on the availability of CHP resources, which are occasionally diverted to other emergencies like natural disasters.

SMCEL-JPA staff will work with CHP on strategies to most effectively utilize CHP resources to best address issues such as toll evasion, occupancy enforcement in addition to all other vehicle code violations associated with the express lanes.

The CHP uses a standard service contract with similar terms throughout the state. A draft copy is provided as Attachment 2. The draft will be updated to reflect the terms in Resolution SMCEL 21-18.

Staff has negotiated the draft contract terms between SMCEL-JPA and CHP. However, since the contract has not been completed, it is recommended that the Executive Council be authorized to make minor revisions prior to execution, subject to SMCEL-JPA Counsel approval.

**ATTACHMENT**

- 1) Resolution SMCEL 21-18
- 2) Draft Service Contract with CHP with US 101 Express Lanes in San Mateo County Enforcement Services

## RESOLUTION SMCEL 21-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) AUTHORIZING THE EXECUTION OF THE CONTRACT BETWEEN THE CALIFORNIA HIGHWAY PATROL (CHP) AND THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY FOR ENFORCEMENT SERVICES ON THE US 101 EXPRESS LANES IN SAN MATEO COUNTY FOR A PERIOD OF ONE YEAR COMMENCING UPON THE OPENING OF THE FIRST SEGMENT OF THE 101 EXPRESS LANES IN SAN MATEO COUNTY FOR AN AMOUNT NOT TO EXCEED \$200,000**

**RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that,

**WHEREAS**, the SMCEL-JPA was granted approval by the California Transportation Commission (CTC) pursuant to California Streets and Highways Code section 149.7 to build, own, administer and operate high-occupancy toll lanes or other toll facilities, including the administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit, on US 101 between Interstate 380 and the Santa Clara/San Mateo County line; and

**WHEREAS**, on June 11, 2021, the SMCEL-JPA adopted a Resolution SMCEL 21-10 for the Toll Ordinance for the Administration of Tolls and Enforcement of Toll Violations for the San Mateo County US 101 Express Lanes, and

**WHEREAS**, Pursuit California Streets and Highways Code Section 149.7, SMCEL-JPA shall enter into an agreement with CHP that addresses all law enforcement matters related to the toll facility and authorizes reimbursement of this state agency for the enforcement activities, including those under SMCEL Ordinance 2021-01, and

**WHEREAS**, in order to procure enforcement services for the San Mateo County US 101 Express Lanes; the SMCEL-JPA and the California Highway Patrol (CHP) must enter a contract outline, but not limited to, the scope of services, the duration of the contract and the applicable hourly rates; and

**WHEREAS**, it is the desire of the SMCEL-JPA to contract with CHP for the agreed upon express lanes enforcement services for an initial period of one year commencing upon the opening of the first segment of the 101 Express Lanes in San Mateo County for an amount not to exceed \$200,000.

**NOW THEREFORE BE IT RESOLVED**, by the SMCEL-JPA Board of Directors that the Chair is authorized to execute the contract for enforcement services with CHP for an amount not to exceed \$200,000 for an initial term of one year; and further authorize the Executive Council to make minor revisions prior to execution, subject to approval by the SMCEL-JPA Legal Counsel approval.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY OCTOBER 2021.**

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*Diane Papan, Chair*

**REIMBURSABLE SERVICES CONTRACT REQUEST**

CHP 78R (Rev. 2-12) OPI 076

TO		DATE 07/09/2021	(1) CURRENT AGREEMENT NUMBER	
BUSINESS SERVICES SECTION- CONTRACT SERVICES UNIT (076)		(2) OPI TRACKING NUMBER	(3) PREVIOUS AGREEMENT NUMBER N/A	
(4) CONTRACT COORDINATOR (Print Name and Title)  Mishell Marmo, Sergeant		FROM (Command/Location Code)  Redwood City / 330	TELEPHONE NUMBER (Include Area Code)  (650) 369-6261	FAX NUMBER (Include Area Code)  (650) 369-6268
MAILING ADDRESS (Include Zip Code) 355 Convention Way, Redwood City, CA 94063		BUSINESS ADDRESS (If different than mailing address)		
(5) AGREEMENT WITH (Include Full Business Name)  San Mateo County Transportation Authority		CONTACT NAME (Print Name and Title)  Joseph Hurley	TELEPHONE NUMBER (Include Area Code)  (650) 508-7942	FAX NUMBER (Include Area Code)
MAILING ADDRESS (Include Zip Code) 1250 San Carlos Avenue, San Carlos, CA 94070		BUSINESS ADDRESS (If different than mailing address)		

(6)  
 ORIGINAL AGREEMENT       AMENDMENT NUMBER

(7) TERM OF AGREEMENT  
 STARTING DATE 08/01/2021 THROUGH 12/31/2022 ORIGINAL ENDING DATE \_\_\_\_\_ AMENDED ENDING DATE \_\_\_\_\_

(8) AREA(S)/LOCATION CODE(S)/ADDRESS(ES) WHERE SERVICES ARE TO BE PERFORMED (If Different From Above)  
 CHECK IF MULTIPLE LOCATION LISTING ATTACHED       NO CHANGE  
 US-101 Northbound and Southbound, from Grand Ave. in South San Francisco to the Santa Clara County line.

(9) DESCRIBE PURPOSE, SERVICE(S) TO BE PERFORMED, AND/OR FINAL PRODUCT TO BE DELIVERED  
 California Highway Patrol (CHP) is to provide traffic enforcement services associated with the Express Lanes on US-101 (northbound and southbound) within San Mateo County. Enforcement will primarily be conducted Monday through Friday between the hours of 0500-0900 and 1500-1900. Officers are to focus on enforcement of toll evasion, occupancy violations in addition to all other applicable vehicle code violations associated with the express lanes.

(10)  
 SUPPORTING DOCUMENTATION ATTACHED (Specifications or scope of work, drawings and other supporting documents, or services affected by this reimbursable agreement must be attached to CHP 78R and available via email upon CSU's request). Please provide contact person and email address below.

NAME (Print Name and Title) Jenelle Machado, Officer	EMAIL ADDRESS Jenelle.Machado@chp.ca.gov	TELEPHONE NUMBER (Include Area Code) (650) 369-6261
(11) NAME OF INVOICE APPROVER (Print Name and Title) Mishell Marmo, Sergeant	MAILING ADDRESS 355 Convention Way, Redwood City, CA	TELEPHONE NUMBER (Include Area Code) (650) 369-6261

All reimbursable agreements are subject to full-cost recovery, e.g., portal to portal and mileage, unless indicated and approved by appropriate Assistant Commissioner. Appropriate charges will be made for departmental supplies extended, additional equipment utilized, damages to uniforms or property repaired or replaced at state expense, etc., which are directly related to the services provided.

(12) ESTIMATED HOURS/MILEAGE:	Current billing rates as published by Fiscal Management Section will be used to calculate value.	ESTIMATED AMOUNT	(13) AMENDMENT - Increase/Decrease	\$
Est. Officer Reg. hours:	Officer Reg. rate: \$ _____ per hour	\$	(14) MAXIMUM REIMBURSABLE AMOUNT AUTHORIZED	\$ 400,000.00
Est. Officer O/T hours: 3,500	Officer O/T rate: \$ 102.48 per hour	\$ 358,680.00	(15) LOCATION CODE	330
Est. Sgt. Reg. hours:	Sgt. Reg. rate: \$ _____ per hour	\$	OBJECT CODE	
Est. Sgt. O/T hours: 100	Sgt. O/T rate: \$ 124.67 per hour	\$ 12,467.00	PCA CODE	
Est. M/C Sgt. Reg. hours:	M/C Sgt. Reg. rate: \$ _____ per hour	\$	(16) INVOICE TO BE PREPARED	
Est. M/C Sgt. O/T hours:	M/C Sgt. O/T rate: \$ _____ per hour	\$	<input type="checkbox"/> Upon completion of Agreement <input checked="" type="checkbox"/> Monthly	
Est. Automobile miles: 20,000	Automobile miles rate: @ 1.41 per mile	\$ 28,200.00	<input type="checkbox"/> Other, Fully explain method below: FY 2021/2022 \$200,000.00 FY 2022/2023 \$200,000.00	
Est. M/C miles:	M/C miles rate: @ _____ per mile	\$		
Est. Other Expense(s):	Other expense(s): \$ _____	\$		
Estimated total:		\$ 399,347.00		

COMMANDER OR APPROVED DESIGNEE (Print Name and Title) J. D. Cavett, Captain	SIGNATURE	DATE
DIVISION COMMANDER OR APPROVED DESIGNEE (If Required) (Print Name and Title)	SIGNATURE	DATE