

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

Meeting No. 38

<b>Date:</b> Friday, July 8, 2022  <b>Time:</b> 9:00 A.M.	<b>Join by Zoom:</b> <a href="https://us02web.zoom.us/j/89161626985?pwd=XwkTVYyaEfG8ej3_hz2eWybNbIPoWAE.1">https://us02web.zoom.us/j/89161626985?pwd=XwkTVYyaEfG8ej3_hz2eWybNbIPoWAE.1</a>  <b>Meeting ID:</b> 891 6162 6985 <b>Password:</b> 070822 <b>Join by Phone:</b> (669) 900-6833
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**Board of Directors:** Rico Medina (Chair), Alicia Aguirre (Vice Chair), Emily Beach, Maryann Moise Derwin, Don Horsley and Diane Papan

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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 SMCEL-JPA 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 [mcrume@smcgov.org](mailto:mcrume@smcgov.org). Spoken public comments will also be accepted during the meeting through Zoom. Please see instructions for written and spoken public comments at the end of this agenda.

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES
- 3.0 PUBLIC COMMENT  
*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.*
- 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 Review and approval of Resolution SMCEL 22-22 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
- 4.2 Approval of the minutes of Board of Directors regular business meeting No. 37 dated June 10, 2022. ACTION p. 6
- 4.3 Accept the Sources and Uses of Funds for the FY22 Period Ending May 31, 2022. ACTION p.11
- 4.4 Review and approval of Resolution SMCEL 22-17 and Resolution SMCEL 22-18 authorizing the SMCEL-JPA Chair to execute the Third Amendments of the Cooperative Funding Agreements (Operating Loan) with the City/County Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation Authority (SMCTA), for \$1,350,000 and \$2,537,852, respectively. ACTION p. 13
- 4.5 Review and approval of Resolution SMCEL 22-19 approving the License Agreement between the City of South San Francisco and SMCEL-JPA for Express Lanes Toll facilities within the City Rights of Way. ACTION p. 27
- 4.6 Review and approval of Resolution SMCEL 22-20 approving the Permanent Encroachment Permit with the City of Belmont for Express Lanes Toll facilities within the City Rights of Way. ACTION p. 41
- 4.7 Review and approval of Resolution SMCEL 22-21, ratifying the purchase of Commercial General Liability Insurance and Public Officials Liability Insurance policies for 12 months at a not to exceed amount of \$131,067. ACTION p. 44

## 5.0 REGULAR AGENDA

- 5.1 Receive a presentation on proposed reductions to the toll violation penalties. INFORMATION p. 48
- 5.2 Receive update on the US 101 Express Lanes operations. INFORMATION p. 59

## 6.0 REPORTS

- a) Chairperson Report.
- b) Member Communication.
- c) Executive Council Report - Executive Council Verbal Report.
- d) Policy/Program Manager Report.

## 7.0 WRITTEN COMMUNICATIONS

None.

## 8.0 NEXT REGULAR MEETING

August 12, 2022

## 9.0 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 Court yard, 555 County Center, Redwood City, 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 Crume at [mcrume@smcgov.org](mailto:mcrume@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 Crume at (650) 599-1406, five working days prior to the meeting date.

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

1. Your written comment should be emailed to [mcrume@smcgov.org](mailto:mcrume@smcgov.org).
2. Your email should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda.
3. Members of the public are limited to one comment per agenda item.
4. 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 Crume, Secretary - (650) 599-1406

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

Date: July 8, 2022

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

From: Executive Council

Subject: Review and approval of Resolution SMCEL 22-22 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 22-22 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. On October 8, 2021, the SMCEL-JPA approved resolution 21-15 making the findings necessary for remote meetings; the Board has subsequently adopted similar resolutions making findings to continue remote meetings.

## **DISCUSSION**

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

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

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

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

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.

**ATTACHMENT**

1. Resolution SMCEL 22-22

## **RESOLUTION SMCEL 22-22**

### **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**, on January 5, 2022, the Governor issued Executive Order N-1-22, which suspended the original sunset date of AB 361 from January 31, 2022 to March 31, 2022, allowing local agencies to continue to conduct meetings via teleconference under modified rules of AB 361 as the pandemic continues; 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**, the California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Omicron variant of COVID-19, currently the dominant strain of COVID-19 in the country, is much more transmissible than prior variants of the virus and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; 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**, on October 8, 2021, the SMCEL-JPA Board of Directors approved Resolution 21-15 making the findings necessary to continue remote meetings and invoked the provisions of AB 361; and

**WHEREAS**, at subsequent meetings, the SMCEL-JPA Board of Directors has adopted subsequent resolutions making the findings necessary to continue remote meetings for SMCEL-JPA Board of Directors; 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 continue to invoke the provisions of AB 361 related to teleconferencing;

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

1. The recitals set forth above are true and correct.
2. The SMCEL-JPA Board of Directors has reconsidered the circumstances of the state of emergency caused by the spread of COVID-19.
3. The SMCEL-JPA Board of Directors finds that holding meetings of the SMCEL-JPA Board of Directors would present imminent risks to the health or safety of attendees.
4. 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 JULY, 2022.**

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***Rico Medina, Chair***



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

Meeting No. 37  
June 10, 2022

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

Vice 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

SMCTA Members:

Rico Medina, Emily Beach

**Members Absent:**

Don Horsley

**Staff Present:**

Sean Charpentier – Executive Council

Carter Mau – Executive Council

Mima Crume – Clerk

Tim Fox – Legal Counsel

Van Ocampo – C/CAG staff supporting SMCEL-JPA

Carter Mau, April Chan, Joe Hurley, Grace Martinez, Jeannie Chen, Connie Mobley-

Ritter – SMCTA staff supporting SMCEL-JPA

Lacy Vong, Christa Cassidy, Monique Fuhrman – HNTB

Other members of staff and the public were in attendance.

### 2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

Clerk Crume 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.*

Clerk Crume reported that there were not any public comments submitted before the meeting. No public comment was made at the meeting.

### 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 Review and approval of Resolution SCMEL 22-13 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. APPROVED

4.2 Approval of the minutes of Board of Directors regular business meeting No. 36 dated May 13, 2022. APPROVED

4.3 Accept the Sources and Uses of Funds for the FY22 Period Ending April 30, 2022. APPROVED

4.4 Review and approval of Resolution SMCEL 22-19 authorizing the SMCEL-JPA Chair to execute Amendment No. 3 to the Agreement with the Office of County Counsel of San Mateo County for general legal services for Fiscal Year 2022/2023 in an amount not to exceed \$60,000. APPROVED

4.5 Review and Approval of Resolution SMCEL 22-14 Approving the Fiber Optic Infrastructure Operations & Maintenance Agreement between the State of California Department of Transportation (CALTRANS) and the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) for the US 101 Express Lanes. APPROVED

4.6 Review and approval of Resolution SMCEL 22-15 approving the License Agreement between the City of San Carlos and SMCEL-JPA for Express Lanes Toll facilities within the City Rights of Way. APPROVED

Director Aguirre MOVED to approve the consent agenda. Chair Papan SECONDED. Roll call was taken. **MOTION CARRIED 4-0-0** (No response from Director Medina)

### 5.0 REGULAR AGENDA

5.1 Public Hearing: Approval of Resolution SMCEL 22-16 adopting the Fiscal Year (FY) 2023 SMCEL-JPA Operating Budget of \$9,574,961. APPROVED

The Board received a brief presentation on the FY2023 SMCEL-JPA Operating Budget. The FY2022 budget forecast assumed 5 months of operations in the southern segment. Staff developed the FY2023 Budget to reflect a 12 months operational period. The projected toll revenues are insufficient to cover expenses. Therefore, SMCTA and C/CAG will need to continue to loan funds to support JPA operations in the new fiscal year. To better project revenues and expenses for the northern segment, more data is needed and the JPA budget will be amended at that time.

Chair Papan asked about the methodology for estimating the \$4.4M in proposed toll revenues.

Grace Martinez responded that the basis for the estimate is the actual revenues from lane opening in February to March. The figure is then used to project the annual revenue.

Chair Papan commented that the FasTrak operating expenses will likely double once the northern section opens.

Sean Charpentier noted that the FasTrak expenses will go up. The team is waiting to collect additional data. The expenses represent a combination of fixed and variable costs. Staff hopes to bring additional information to the Board.

Director Derwin asked if there are any reasons to be concerned with these financial numbers with the Russia-Ukraine war and high inflation. She also inquired about the bond and interest rates.

Grace said the FY2023 budget was developed based on limited data available to date. In the presentation made last month, the interest rates affected the loan on the agency, but there was enough buffer there. The loan was structured to include about three to five years' worth of interest.

April added that staff is evaluating the interest rate and studying how it may impact paying back the loan. Staff is preparing a presentation for the TA Board and can bring the discussion back to the JPA Board in the July meeting.

Chair Papan asked where we are at with the interest rate in the bond.

Connie Mobley-Ritter responded that this is an item that the finance team follows on a daily basis. Yesterday the daily rate was at 21 basis points or .21%, and the weekly rates were at 52 basis points. The capitalized interest was assumed to cover at least 3 years' worth of interest payments, along with all of the fees and remarketing rates associated with the bonds. In March, it looked like that there was sufficient capitalized interest to last into 2025. Interest rates have gone up since, but the expectation is that it will still take us to December 2024.

Chair Papan inquired about the interest rate the JPA started with.

Connie said it was at 1 basis point.

Chair Papan suggested staff report on this topic regularly on the agenda.

Director Aguirre MOVED to approve the regular agenda. Director Derwin SECONDED. Roll call was taken. **MOTION CARRIED 5-0-0**

5.2 Receive update on the US 101 Express Lanes operations. INFORMATION

The Board received an update on the US 101 Express Lanes operations. The average potential daily revenue for the southern segment during this period was \$18,203. Daily average express lanes volumes continue to increase month to month. Express Lanes continue to operate at about 10 to 12 mph faster than the general purpose lanes in both directions during peak periods. Out of these trips, most continue to be image-based trips followed by drivers who declared as single occupant vehicle (SOV). Clean Air Vehicle (CAV) declarations represented the smallest portion of trips at about 1.5% in April. The general observation is the express lanes continue to be in a period of ramp-up. As congestion continues to climb back to pre-pandemic levels in the corridor, the express lane volumes and associated toll rates are expected to increase.

Director Aguirre asked if the team considered the potential decrease in demand due to summer travel and how the data will be gathered and reflected.

Lacy Vong said that the team is reporting actual performance of the lane. The team works closely with Connie and Grace to project usage for the new fiscal year budget.

Director Derwin asked if we have data for violators.

Lacy said violation notices have started going out and customers have a certain time to pay the fee. There's some data once violations are being paid.

Clerk Crume reported that there were no public comments.

5.3 Election of a Chairperson and a Vice Chairperson to serve a one-year term, effective July 1, 2022. APPROVED

Director Aguirre MOVED to elect Rico Medina as the SMCEL-JPA Chairperson. Director Beach SECONDED. Roll call was taken. **MOTION CARRIED 5-0-0**

Vice Chair Medina made a motion to nominate Director Derwin as the next Vice Chair. Director Derwin expressed appreciation of the nomination, but she has not formally announced her re-election for the fall as Town Council.

Vice Chair Medina MOVED to elect Aguirre as the SMCEL-JPA Vice Chair. Director Derwin SECONDED. Roll call was taken. **MOTION CARRIED 5-0-0**

## 6.0 REPORTS

### a) Chairperson Report.

None.

### b) Member Communication.

None.

### c) Executive Council Report - Executive Council Verbal Report.

Carter Mau thank Chair Papan for her leadership to the SMCEL-JPA. He has added with the uncertainties on return to work, gas prices, the war in Ukraine, uncertainties is a factor on top of everyone's minds when developing budgets. The team will continue to give regular updates.

Sean Charpentier thanked Chair Papan and vice Chair Medina leadership over the last year. He has presented on the equity program at the California Association of Toll Operators (CTOC) meeting in Burlingame. There's been a widespread regional discussion about equity and pricing. To date, it's mostly focused on the bridges. BATA reduced its fines and penalties on its bridges. The express lanes operators began to discuss potential amendments to the fines and penalties to address equity concerns, while keeping the unique nature of express lanes in mind. This discussion will come to the JPA board in July as an informational item and potentially as an action item for the August board meeting.

### d) Policy/Program Manager Report.

Lacy noted that the PPM team would like to thank Chair Papan for her leadership, particularly in opening of the lane. The team looks forward to working with the new Chair and Vice Chair. She and Matt also presented on the JPA equity work in Seattle, WA, at the American Society of Civil Engineering Conference.

## 7.0 WRITTEN COMMUNICATIONS

None.

## 8.0 NEXT REGULAR MEETING

July 8, 2022

## 9.0 ADJOURNMENT – 9:45 a.m.

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

Date: July 8, 2022

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 May 31, 2022

(For further information, contact Grace Martinez, Acting CFO, at 650-508-6274)

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### RECOMMENDATION

That the SMCEL-JPA Board accepts and enters into the record the Sources and Uses of Funds for the FY22 Period Ending May 31, 2022.

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

### BACKGROUND

Year to Date Sources of Funds: As of May year-to-date, the Total Sources of Funds are \$3,427,319, which primarily 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. The Sources of Funds also include the Toll Revenue from the Express Lanes on US 101 between the Santa Clara County line and Whipple Avenue in Redwood City, which officially opened on February 11, 2022, and the Allocated Bond Funds for San Mateo 101 Express Lanes Equity Program administration. Actual toll revenues collected as of May 31, 2022 were \$1,060,833 with a budget of \$5.3 million. The actual Allocated Bond Fund Proceeds were \$207,930 with a budget of \$504,000.

Year to Date Uses of Funds: As of May year-to-date, the Total Uses of Funds are \$2,311,426. Major expenses are in the categories of consultant costs (\$700,795), staff support costs (\$552,618), Fastrak Customer Service cost (\$312,788), Equity Program and administration costs (\$207,930), Insurance (\$201,083) and toll operations and maintenance costs (\$174,269).

Budget Amendment: There are no budget amendments for the month of May 2022.

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 (May 2022)

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

		ACTUAL	BUDGET
		As of 5/31/22	Annual
<b>SOURCES OF FUNDS:</b>			
1	Toll Revenue	\$ 1,060,833	\$ 5,300,000
2	Allocated Bond Funds	207,930	504,000
3	Advance from the City/County Association of Governments of San Mateo County	858,068	1,314,045
4	Advance from the San Mateo County Transportation Authority	1,300,488	1,407,115
5	<b>TOTAL SOURCES OF FUNDS</b>	<b>\$ 3,427,319</b>	<b>\$ 8,525,160</b>
<b>USES OF FUNDS:</b>			
6	Staff Support	\$ 552,618	\$ 689,030
7	Administrative Overhead	48,709	45,540
8	Seminar/Training & Business Travel	3,892	10,000
9	Audit and Related Service	-	16,160
10	Office Supplies	-	3,000
11	Printing and Information Svcs	-	5,000
12	Legal Services	26,184	60,000
13	Consultant	700,795	1,779,707
14	Maintenance	-	222,400
15	Toll Operations and Maintenance	174,269	2,161,500
16	Fastrak Customer Service	312,788	680,000
17	Express Lane Enhanced Enforcement	-	125,000
18	Equity Program Administration and Costs	207,930	504,000
19	Insurance	201,083	186,648
20	Miscellaneous	83,158	83,200
21	<b>TOTAL USES OF FUNDS</b>	<b>\$ 2,311,426</b>	<b>\$ 6,571,185</b>
22	<b>PROJECT SOURCES OVER USES</b>	<b>\$ 1,115,893</b>	<b>\$ 1,953,975</b>
<b>Additional Information:</b>			
	Loan payables to the City/County Association of Governments of San Mateo County	\$ 2,266,675	
	Loan payables to the San Mateo County Transportation Authority	\$ 3,095,357	

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

**DATE:** July 8, 2022

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

**FROM:** Executive Council

**SUBJECT:** Review and approval of Resolution SMCEL 22-17 and Resolution SMCEL 22-18 authorizing the SMCEL-JPA Chair to execute the Third Amendments of the Cooperative Funding Agreements (Operating Loan) with the City/County Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation Authority (SMCTA), for \$1,350,000 and \$2,537,852, respectively.

(For further information or questions, contact Grace Martinez at 650-508-6274)

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### **RECOMMENDATION**

Staff recommends that the SMCEL-JPA Board review and approve Resolutions SMCEL 22-17 and Resolution SMCEL 22-18 authorizing the SMCEL-JPA Chair to execute the Third Amendments of the Cooperative Funding Agreements (Operating Loan) with the City/County Association of Governments of San Mateo County (C/CAG) and San Mateo County Transportation Authority (SMCTA), for \$1,350,000 and \$2,537,852, respectively.

### **FISCAL IMPACT**

The SMCEL-JPA will receive two operating loans totaling \$3,887,852 that will fund the adopted Fiscal Year 2022-23 operating budget.

### **SOURCE OF FUNDS**

SMCEL-JPA is anticipating \$4,460,000 of toll revenues for the FY2022-23 Budget. Since projected toll revenues do not fully cover its operating budget in FY2022-23, it will need to rely on its member agencies to advance the balance of funds needed to cover the deficit for this fiscal year.

C/CAG and SMCTA will loan \$1,350,000, and \$2,537,852, respectively, to the SMCEL-JPA to support the FY 2022-23 Budget. SMCTA is advancing a higher amount to fully cover the funding



needed; C/CAG indicated that it can only provide \$1,350,000 this year. In sum, SMCEL-JPA will receive up to a total of \$3,887,852.

## **BACKGROUND**

The SMCEL-JPA was created as a Joint Powers Authority by C/CAG and SMCTA effective June 1, 2019. The toll revenues as projected in the FY2023 budget are not sufficient to cover the express lane operations & maintenance costs. Staff anticipates that this relationship will improve with the opening of the northern segment. As an agency that generates insufficient revenues to offset its operating budget, SMCEL-JPA must rely on funding from its member agencies (C/CAG and the SMCTA) to help pay for its operations in the interim.

On July 12, 2019, SMCEL-JPA Board adopted an operating budget of \$1,744,911 for FY 2019-20. For Fiscal Year 2019-20, the member agencies agreed that each one would cover 50% of the SMCEL-JPA's operating budget. In the fall of 2019, C/CAG, the SMCTA, and the SMCEL-JPA approved the Cooperative Funding Agreement (Operating Loan). C/CAG and the SMCTA each approved an \$872,456 operating loan for the SMCEL-JPA in FY 2019-20. In June 2020, the SMCEL-JPA approved a Fiscal Year 2020-21 operating budget of \$2,187,707. On July 17, 2020, the SMCEL-JPA approved the first amendment to the Operating Loans for \$917,244 for C/CAG and \$1,270,463 for the SMCTA. On June 11, 2021, the SMCEL-JPA approved the second amendment to the Operating Loans for \$1,314,045 for C/CAG and \$1,407,116 for the SMCTA. Today's actions will cover the third amendment to these two operating loan agreements between SMCTA and SMCEL-JPA, and C/CAG and SMCEL-JPA.

The operating loans will be repaid to SMCTA and C/CAG with interests, and interests will accrue monthly at the County Investment Pool interest rate. Calculation for the monthly paydown on the principal of the Operating loan is based on a term of 5 years payback period after the initiation of the toll revenue collection on the Project. The description below provides more detail of the other commitments.

The Project required a \$100 million loan (Capital Loan) from the SMCTA for construction costs. In August 2020, the SMCTA and the SMCEL-JPA executed a \$100 million Capital Loan Agreement for the SMCEL-JPA to repay the SMCTA up to \$100 million with toll revenues. The Operating Loan and the Capital Loan will both be paid back from the same revenue stream from the Project toll revenues.

Toll revenues will be used to make payments in the following order of priorities:

1. Operating and Administrative payments for the SMCEL-JPA and the Project.
2. \$600,000 annual for an Equity Program.
3. Interest payments for the Operating Loans.
4. Interest payments for the Capital Loan.
5. Project reserves.
6. Revenue Sharing Fund- (excess net revenue) 85% of the remaining funds for repayment of the Operating and Capital Loans and 15% to the SMCEL-JPA for any lawful purpose.

## **ANALYSIS**

The approved SMCEL-JPA Fiscal Year 2022-23 operating budget is \$9,574,961. In recognition that projected toll revenues are not enough to cover its operations & maintenance expenses, C/CAG will provide an operating loan of \$1,350,000 (35%) and the SMCTA an operating loan of \$2,537,852 (65%). In the past, the percentage split is based on the assumption that each agency will advance funds to pay its own staff support and its own internal costs. Non-labor costs (lines 14 through 29) are split equally between C/CAG and SMCTA except for the Equity Program (line 27). The Equity Program will be covered by a portion of the remaining \$1,000,000 in Capital Bond funds (line 3), and from \$400,000 in SMCTA Measure A ACR/TDM funds. (Line 4).

SMCTA is paying a higher percentage of the loan due to an additional \$622,667 needed since C/CAG can only contribute a lower amount this fiscal year. CCAG's share of the advance for FY2022-23 was \$1,972,667 but due to its fiscal constraint, C/CAG was only able to advance \$1,350,000 leaving a balance of \$622,667 to be paid by its joint partner, SMCTA. See Attachment 3.

The SMCEL-JPA Fiscal Year 2022-23 Budget in June only includes administrative expenses as well as the anticipated revenues and expenses for the southern segment of the express lane. Staff will return to the SMCEL-JPA Board with a budget amendment in the fall of 2022 to include both expenses and toll revenues for the northern segment of the express lanes. The northern segment of the express lanes is expected to be operational later this year. At this time, staff does not believe the need to contribute any more funds to the SMCEL-JPA when the northern segment opens up.

Staff have prepared separate Resolutions (Attachments 1-2) and Third Amendments to the Operating Loans for C/CAG and the SMCTA (Attachments 4-5).

## **ATTACHMENTS**

1. Resolution SMCEL 22-17(C/CAG)
2. Resolution SMCEL 22-18 (SMCTA)
3. SMCEL-JPA FY 2022/23 Operating Budget
4. Amendment #3 Cooperative Funding (Loan) Agreement between C/CAG and SMCEL-JPA
5. Amendment #3 Cooperative Funding (Loan) Agreement between SMCTA and SMCEL-JPA

## **RESOLUTION SMCEL 22-17**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) AUTHORIZING THE SMCEL-JPA CHAIR TO EXECUTE THE THIRD AMENDMENT TO THE COOPERATIVE FUNDING (OPERATING LOAN) AGREEMENT WITH THE THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) IN AN AMOUNT OF \$1,350,000**

**RESOLVED**, by the Board of Directors of San Mateo County Express Lanes Joint Powers Authority that,

**WHEREAS**, C/CAG and the San Mateo County Transportation Authority (SMCTA) approved, on April 11, 2019 and May 2, 2019, respectively, the Joint Exercise of Powers Agreement for the San Mateo County Express Lanes, which created the 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 Project, and

**WHEREAS**, C/CAG and SMCTA approved the First Amended and Restated Joint Exercise of Powers Agreement for the San Mateo County Express Lanes (SMCEL-JPA Agreement) to specify the title of San Mateo County Express Lanes Joint Powers Authority effective June 13, 2019; and

**WHEREAS**, C/CAG and SMCTA are co-sponsors of the US-101 Express Lanes Project (Project) and are member agencies of the SMCEL-JPA; and

**WHEREAS**, pursuant to Section 5.3 of the SMCEL-JPA Agreement, C/CAG and SMCTA acknowledged that SMCEL-JPA will incur indebtedness for contractual and administrative expenses before and after the express lanes are operational; and

**WHEREAS**, SMCEL-JPA, as an agency that generates insufficient revenue to cover its operating budget, will have to rely on its member agencies to partially pay for its operating costs until such time as toll revenue is generating enough to be self-sustained from the Project, which SMCEL-JPA will own; and

**WHEREAS**, on July 12, 2019 the SMCEL-JPA Board adopted an operating budget for FY 2019- 20 in the amount of \$1,744,911; and

**WHEREAS**, on October 3, 2019 SMCTA Board has agreed to loan SMCEL-JPA half of the operating budget of SMCEL-JPA for FY 2019-20 in the amount of \$872,456; and

**WHEREAS**, on November 8, 2019, the SMCEL-JPA Board adopted Resolutions 19-06 and 19- 07 approving separate operating loan agreements with C/CAG and the SMCTA for \$872,456 each; and

**WHEREAS**, on November 14, 2019, the C/CAG Board of Directors approved Resolution 19-71 to loan the SMCEL-JPA half of the SMCEL-JPA FY 2019-20 Budget in the amount of \$872,456; and

**WHEREAS**, on June 12, 2020, the SMCEL- JPA Board of Directors approved Resolution SMCEL 20-09, adopting the Fiscal Year 2020-21 Budget of \$2,187,707; and

**WHEREAS**, on July 17, 2020 the SMCEL-JPA Board adopted Resolutions 20-12 and 20-13 approving separate First Amendments to the operating loan agreements with C/CAG and the SMCTA for \$917,244 and \$1,270,463, respectively; and

**WHEREAS**, on June 11, 2021, the SMCEL-JPA Board of Directors approved Resolution SMCEL 21-07, adopting the Fiscal Year 2021-22 Budget of \$2,721,160; and

**WHEREAS**, on June 11, 2021, the SMCEL-JPA Board adopted the Resolutions 21-08 and 21-09 approving separate Second Amendment to the Cooperative Funding Agreement Amendment with C/CAG and the SMCTA for \$1,314,045 and \$1,407,116, respectively; and

**WHEREAS**, on December 10, 2021, the SMCEL-JPA Board of Directors approved Resolution SMCEL 21-23, adopting the Fiscal Year 2021-22 Revised Budget of \$6,571,185; and

**WHEREAS**, on June 10, 2022, the SMCEL-JPA Board of Directors approved Resolution SMCEL 22-16, adopting the Fiscal Year 2022-23 Budget of \$9,574,961; and

**WHEREAS**, the SMCEL-JPA, SMCTA, and C/CAG desire to approve the Third Amendment to the Cooperative Funding Agreement Amendment for funding \$3,887,852 of \$9,574,961 SMCEL-JPA 2022-23 Operating Budget; and

**WHEREAS**, the SMCTA portion of SMCEL-JPA's Fiscal Year Budget 2022-23 is \$1,915,185, and that of C/CAG is \$1,972,667; and

**WHEREAS**, C/CAG is desired to have SMCTA advancing \$622,667 of C/CAG's share of the SMCEL-JPA's FY2022-23 budget of \$1,972,667; and

**WHEREAS**, the C/CAG and SMCTA's loan portion for Fiscal Year 2022-23 is \$1,350,000 and \$2,537,852, respectively.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that the SMCEL-JPA Chair is authorized to execute the Third Amendment of the Cooperative Agreement (Loan) Agreement with C/CAG in an amount of \$1,350,000 subject to approval of SMCEL-JPA FY 2022-23 Annual Budget; and further authorizes the Executive Council to negotiate the final terms prior to its execution by the SMCEL-JPA Chair, subject to approval by the SMCEL-JPA Legal Counsel.

**PASSED, APPROVED, AND ADOPTED, THIS 8th DAY OF JULY 2022.**

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*Rico Medina, Chair*

## **RESOLUTION SMCEL 22-18**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) AUTHORIZING THE SMCEL-JPA CHAIR TO EXECUTE THE THIRD AMENDMENT TO THE COOPERATIVE FUNDING (OPERATING LOAN) AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) IN AN AMOUNT OF \$2,537,852**

**RESOLVED**, by the Board of Directors of San Mateo County Express Lanes Joint Powers Authority that,

**WHEREAS**, C/CAG and the San Mateo County Transportation Authority (SMCTA) approved, on April 11, 2019 and May 2, 2019, respectively, the Joint Exercise of Powers Agreement for the San Mateo County Express Lanes, which created the 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 Project, and

**WHEREAS**, C/CAG and SMCTA approved the First Amended and Restated Joint Exercise of Powers Agreement for the San Mateo County Express Lanes (SMCEL-JPA Agreement) to specify the title of San Mateo County Express Lanes Joint Powers Authority effective June 13, 2019; and

**WHEREAS**, C/CAG and SMCTA are co-sponsors of the US-101 Express Lanes Project (Project) and are member agencies of the SMCEL-JPA; and

**WHEREAS**, pursuant to Section 5.3 of the SMCEL-JPA Agreement, C/CAG and SMCTA acknowledged that SMCEL-JPA will incur indebtedness for contractual and administrative expenses before and after the express lanes are operational; and

**WHEREAS**, SMCEL-JPA, as an agency that generates insufficient revenue to cover its operating budget, will have to rely on its member agencies to partially pay for its operating costs until such time as toll revenue is generating enough to be self-sustained from the Project, which SMCEL-JPA will own; and

**WHEREAS**, on July 12, 2019 the SMCEL-JPA Board adopted an operating budget for FY 2019- 20 in the amount of \$1,744,911; and

**WHEREAS**, on October 3, 2019 SMCTA Board has agreed to loan SMCEL-JPA half of the operating budget of SMCEL-JPA for FY 2019-20 in the amount of \$872,456; and

**WHEREAS**, on November 8, 2019, the SMCEL-JPA Board adopted Resolutions 19-06 and 19- 07 approving separate operating loan agreements with C/CAG and the SMCTA for \$872,456 each; and

**WHEREAS**, on November 14, 2019, the C/CAG Board of Directors approved Resolution 19-71 to loan the SMCEL-JPA half of the SMCEL-JPA FY 2019-20 Budget in the amount of \$872,456; and

**WHEREAS**, on June 12, 2020, the SMCEL- JPA Board of Directors approved Resolution SMCEL 20-09, adopting the Fiscal Year 2020-21 Budget of \$2,187,707; and

**WHEREAS**, on July 17, 2020 the SMCEL-JPA Board adopted Resolutions 20-12 and 20-13 approving separate First Amendments to the operating loan agreements with C/CAG and the SMCTA for \$917,244 and \$1,270,463, respectively; and

**WHEREAS**, on June 11, 2021, the SMCEL-JPA Board of Directors approved Resolution SMCEL 21-07, adopting the Fiscal Year 2021-22 Budget of \$2,721,160; and

**WHEREAS**, on June 11, 2021, the SMCEL-JPA Board adopted the Resolutions 21-08 and 21-09 approving separate Second Amendment to the Cooperative Funding Agreement Amendment with C/CAG and the SMCTA for \$1,314,045 and \$1,407,116, respectively; and

**WHEREAS**, on December 10, 2021, the SMCEL-JPA Board of Directors approved Resolution SMCEL 21-23, adopting the Fiscal Year 2021-22 Revised Budget of \$6,571,185; and

**WHEREAS**, on June 10, 2022, the SMCEL-JPA Board of Directors approved Resolution SMCEL 22-16, adopting the Fiscal Year 2022-23 Budget of \$9,574,961; and

**WHEREAS**, the SMCEL-JPA, SMCTA, and C/CAG desire to approve the Third Amendment to the Cooperative Funding Agreement Amendment for funding \$3,887,852 of \$9,574,961 SMCEL-JPA 2022-23 Operating Budget; and

**WHEREAS**, the SMCTA portion of SMCEL-JPA's Fiscal Year Budget 2022-23 is \$1,915,185, and that of C/CAG is \$1,972,667; and

**WHEREAS**, C/CAG is desired to have SMCTA advancing \$622,667 of C/CAG's share of the SMCEL-JPA's FY2022-23 budget of \$1,972,667; and

**WHEREAS**, the C/CAG and SMCTA's loan portion for Fiscal Year 2022-23 is \$1,350,000 and \$2,537,852, respectively.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) that the SMCEL-JPA Chair is authorized to execute the Third Amendment of the Cooperative Agreement (Loan) Agreement with the SMCTA in an amount of \$2,537,852 subject to approval of SMCEL-JPA FY 2022-23 Annual Budget; and further authorizes the Executive Council to negotiate the final terms prior to its execution by the SMCEL-JPA Chair, subject to approval by the SMCEL-JPA Legal Counsel.

**PASSED, APPROVED, AND ADOPTED, THIS 8th DAY OF JULY 2022.**

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*Rico Medina, Chair*

**SAN MATEO COUNTY Express Lanes JPA  
FY2023 Proposed Budget**

	FY2022 REVISED	<sup>A</sup> FY2022 FORECAST	FY2023 PROPOSED	<sup>A</sup> FY22 FORECAST vs FY23 PROPOSED VARIANCE	PERCENTAGE CHANGE
<b>SOURCES OF FUNDS</b>					
Toll Revenues	5,300,000	1,300,000	4,460,000	3,160,000	243.1%
Allocated Bond Funds	504,000	365,000	635,000	270,000	74.0%
SMCTA Measure A (ACR TDM)			400,000	400,000	
Carryforward Balance from SMCTA & CCAG			192,109	192,109	<sup>B</sup>
Projected advance from SMCTA and CCAG	2,721,160	2,480,607	3,265,185	784,578	31.6%
Additional advance from SMCTA			622,667	622,667	<sup>C</sup>
<b>TOTAL SOURCES OF FUNDS</b>	<b>8,525,160</b>	<b>4,145,607</b>	<b>9,574,961</b>	<b>5,429,354</b>	<b>131.0%</b>
<b>USES OF FUNDS</b>					
Staff Support	689,030	612,444	839,628	227,184	37.1%
Administrative Overhead	45,540	48,709	106,055	57,346	117.7%
Seminar/Training & Business Travel	10,000	3,892	20,000	16,108	413.9%
Audit & Bank Fees	16,160	12,164	15,160	2,996	24.6%
Office Supplies	3,000	1,000	3,000	2,000	200.0%
Printing and Information Svcs	5,000	1,000	5,000	4,000	400.0%
Promotional Advertising	50,000	23,400	50,000	26,600	113.7%
Utilities	-	17,000	50,000	33,000	194.1%
Software Maintenance & License	23,000	18,000	32,000	14,000	77.8%
Legal Services	60,000	35,571	60,000	24,429	68.7%
Consultant	1,779,707	922,884	1,811,000	888,116	96.2%
Express Lane Maintenance	222,400	130,000	444,000	314,000	241.5%
Toll Operations and Maintenance	2,161,500	1,000,650	2,751,000	1,750,350	174.9%
Fastrak Customer Service	680,000	680,000	1,885,500	1,205,500	177.3%
Express Lane Enhanced Enforcement	125,000	65,000	215,000	150,000	230.8%
Equity Program Administration and Costs	504,000	365,000	1,035,000	670,000	183.6%
Insurance	186,648	201,083	228,218	27,135	13.5%
Miscellaneous	10,200	7,810	24,400	16,590	212.4%
<b>TOTAL USES OF FUNDS</b>	<b>6,571,185</b>	<b>4,145,607</b>	<b>9,574,961</b>	<b>5,429,354</b>	<b>131.0%</b>
<b>PROJECTED SOURCES OVER USES</b>	<b>1,953,975</b>	<b>-</b>	<b>-</b>	<b>-</b>	

A - FY2022 Revised Budget assumes 5 months of toll revenue and O&M expenses whereas FY2023 Proposed Budget reflects a 12 month projection.

B - Carryforward balance from FY20 and FY21

C - Additional advance provided that SMCTA is advancing in addition to it's own share.

DRAFT

THIRD AMENDMENT TO COOPERATIVE FUNDING AGREEMENT BETWEEN  
THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY AND  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

This Third Amendment is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the San Mateo County Express Lanes Joint Powers Authority ("JPA") and the City/County Association of Governments of San Mateo County ("C/CAG"), both California public agencies (each a "Party" and, collectively, the "Parties").

RECITALS

A. The JPA was formed to exercise joint rights of (i) the San Mateo County Transportation Authority ("Authority") and (ii) the City/County Association of Governments of San Mateo County ("C/CAG") to own, administer and manage the San Mateo County 101 Express Lanes Project (the "Project").

B. The Parties, on December 18, 2019, entered into a Cooperative Funding Agreement (the "Original Agreement") for C/CAG to fund one half of the JPA's Fiscal Year 2019-2020 budget, with the understanding that C/CAG would be repaid under the terms of such Original Agreement.

C. The Parties, on July 17, 2020, entered into the First Amendment to the Original Agreement for C/CAG to fund a portion of the JPA's Fiscal Year 2020-2021 budget, with the understanding that C/CAG would be repaid under the terms of the Original Agreement.

D. The Parties, on October 26, 2021, entered into the Second Amendment to the Original Agreement for C/CAG to fund a portion of the JPA's Fiscal Year 2021-2022 budget, with the understanding that C/CAG would be repaid under the terms of the Original Agreement.

E. The Parties now wish to further amend the Original Agreement to provide for additional loan advances by the Authority of up to \$2,537,852 to support a portion of the JPA's Fiscal Year 2022-23 budget, with a separate portion (\$1,350,000) to be loaned to the JPA by C/CAG.

IN WITNESS WHEREOF, this Third Amendment has been executed and delivered by the parties hereto on the date first above written.



1. Amendments.

(a) There is added to the end of Section 1.A. of the Original Agreement the new paragraph below:

C/CAG agrees to loan to the JPA, and the JPA agrees to accept, up to Onemillion, three hundred fifty thousand, (US \$1,350,000) to fund a portion of the JPA's Fiscal Year 2022-2023 expenses, consistent with budgeted commitments in the JPA's Fiscal Year 2022-2023 Budget. The loan under this paragraph shall be in addition to the other loans under the first, second and third paragraphs under this Section 1.A., as previously amended by the First and Second Amendments to the Original Agreement, and together they shall comprise the "Loan Amount," notwithstanding the definition of such term above.

(b) Section 1.C of the Original Agreement is deleted and replaced with the following:

Thereafter through July 31, 2020, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the first paragraph of Section 1.A. Through July 31, 2021, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the second paragraph of Section 1.A. Through July 31, 2022, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the third paragraph of Section 1.A. Through July 31, 2023, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the fourth paragraph of Section 1.A. Each such additional installment is an "Advance Request." The JPA shall adjust the Advance Request form in Exhibit A to reflect the loan proportions to be made by the Authority and C/CAG for fiscal year 2022-2023.

2. No Other Amendments. Except as expressly amended by the First and Second Amendments and hereby, the Original Agreement remains in full force and effect.

3. Counterparts. This Third Amendment may be executed simultaneously or in counterparts, each of which is to be deemed to be an original, but all of which shall constitute one and the same Third Amendment.

4. Warranty of Authority to Execute Agreement. Each Party to this Third Amendment represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Third Amendment on behalf of the entity that is a Party to this Third Amendment.

SAN MATEO COUNTY EXPRESS  
LANES JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTESTED BY:

By: \_\_\_\_\_  
JPA Secretary  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the JPA  
Date: \_\_\_\_\_

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF SAN MATEO  
COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTESTED BY:

By: \_\_\_\_\_  
C/CAG Secretary  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for C/CAG  
Date: \_\_\_\_\_

DRAFT

THIRD AMENDMENT TO COOPERATIVE FUNDING AGREEMENT BETWEEN  
THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY AND  
THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY

This Third Amendment is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the San Mateo County Express Lanes Joint Powers Authority ("JPA") and the San Mateo County Transportation Authority ("Authority"), both California public agencies (each a "Party" and, collectively, the "Parties").

RECITALS

A. The JPA was formed to exercise joint rights of (i) the Authority") and (ii) the City/County Association of Governments of San Mateo County ("C/CAG") to own, administer and manage the San Mateo County 101 Express Lanes Project (the "Project").

B. The Parties, on December 18, 2019, entered into a Cooperative Funding Agreement (the "Original Agreement") for the Authority to fund one half of the JPA's Fiscal Year 2019-2020 budget, with the understanding that Authority would be repaid under the terms of such Original Agreement.

C. The Parties, on July 17, 2020, entered into the First Amendment to the Original Agreement for the Authority to fund a portion of the JPA's Fiscal Year 2020-2021 budget, with the understanding that the Authority would be repaid under the terms of the Original Agreement.

D. The Parties, on October 26, 2021, entered into the Second Amendment to the Original Agreement for the Authority to fund a portion of the JPA's Fiscal Year 2021-2022 budget, with the understanding that the Authority would be repaid under the terms of the Original Agreement.

E. The Parties now wish to further amend the Original Agreement to provide for additional loan advances by the Authority of up to \$2,537,852 to support a portion of the JPA's Fiscal Year 2022-23 budget, with a separate portion (\$1,350,000) to be loaned to the JPA by C/CAG.

IN WITNESS WHEREOF, this Third Amendment has been executed and delivered by the parties hereto on the date first above written.

1. Amendments.

(a) There is added to the end of Section 1.A. of the Original Agreement the new paragraph below:

The Authority agrees to loan to the JPA, and the JPA agrees to accept, up to Two million, five hundred thirty-seven thousand, eight hundred and fifty-two (US \$2,537,852) to fund a portion of the JPA's Fiscal Year 2022-2023 expenses, consistent with budgeted commitments in the JPA's Fiscal Year 2022-2023 Budget. The loan under this paragraph shall be in addition to the other loans under the first, second and third paragraphs under this Section 1.A., as previously amended by the First and Second Amendments to the Original Agreement, and together they shall comprise the "Loan Amount," notwithstanding the definition of such term above.

(b) Section 1.C of the Original Agreement is deleted and replaced with the following:

Thereafter through July 31, 2020, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the first paragraph of Section 1.A. Through July 31, 2021, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the second paragraph of Section 1.A. Through July 31, 2022, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the third paragraph of Section 1.A. Through July 31, 2023, the JPA can request, no more than once each month, additional installments of the portion of the Loan Amount described in the fourth paragraph of Section 1.A. Each such additional installment is an "Advance Request." The JPA shall adjust the Advance Request form in Exhibit A to reflect the loan proportions to be made by the Authority and C/CAG for fiscal year 2022-2023.

2. No Other Amendments. Except as expressly amended by the First and Second Amendments and hereby, the Original Agreement remains in full force and effect.

3. Counterparts. This Third Amendment may be executed simultaneously or in counterparts, each of which is to be deemed to be an original, but all of which shall constitute one and the same Third Amendment.

4. Warranty of Authority to Execute Agreement. Each Party to this Third Amendment represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Third Amendment on behalf of the entity that is a Party to this Third Amendment.

SAN MATEO COUNTY EXPRESS  
LANES JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ATTESTED BY:

By: \_\_\_\_\_  
JPA Secretary

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the JPA

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

SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ATTESTED BY:

By: \_\_\_\_\_  
Authority Secretary

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the Authority

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

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

Date: July 8, 2022

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

From: Executive Council

Subject: Review and approve Resolution SMCEL 22-19 approving the License Agreement between the City of South San Francisco and SMCEL-JPA for Express Lanes toll facilities within the 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 Resolution SMCEL 22-19 approving the License Agreement between the City of South San Francisco and SMCEL-JPA for Express Lanes toll facilities within the City Rights of Way.

### FISCAL IMPACT

There is no fiscal impact associated with the approval of the License Agreement. 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, has been completed and toll operations is on-going, while construction of the northern segment from Whipple to Interstate-380 is well underway.

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 permit was previously issued by the City of South San Francisco for the work to occur within its rights of way, but now that installation is now complete, it is necessary for the

SMCEL-JPA to enter into a License Agreement with the City of South San Francisco to document the presence of these facilities.

**ATTACHMENTS**

1. Resolution SMCEL 22-19
2. Attachment A - License Agreement between the City of South San Francisco and SMCEL-JPA

## **RESOLUTION SMCEL 22-19**

### **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 AGREEMENT BETWEEN SMCEL-JPA AND THE CITY OF SOUTH SAN FRANCISCO**

**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 the rights of way of the City of South San Francisco including, but not limited to, pull boxes, conduits, cables, electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc.; and

**WHEREAS**, the City of South San Francisco owns and controls the public rights of way where these facilities were installed and will remain for the long-term operation of the Express Lanes; and

**WHEREAS**, the City of South San Francisco agrees 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 City of South San Francisco.

**NOW THEREFORE BE IT RESOLVED**, that the SMCEL-JPA Board of Directors authorizes the Chair to execute the License Agreement between SMCEL-JPA and the City of South San Francisco.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY OF JULY 2022.**

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*Rico Medina, Chair*



## **LICENSE**

This LICENSE AGREEMENT (“License”), made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the City of South San Francisco, California, a municipal corporation (“City” or “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, attached hereto and incorporated herein by this reference.
- 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 grants a license to 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 of this License shall cease when this License is terminated pursuant to this Paragraph 3 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 employees if any, agents, representatives, contractors or subcontractors or arising from Licensee's rights and obligations under this License, including the failure of the Licensee, its employees if any, 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, at its sole cost and expense, the facility to a location approved in advance 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, at its sole cost and expense, with the previously-franchised utility to resolve any conflict. The Licensee and the previously franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface on a "first in time, first in right" basis. None of the related costs shall be paid by the Licensor.
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 South San Francisco  
Attn: Public Works Department  
550 N Canal Street  
South San Francisco CA 94080

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 SOUTH SAN FRANCISCO

SAN MATEO COUNTY EXPRESS  
LANES JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
CHARLES M. FUTRELL  
CITY MANAGER

By: \_\_\_\_\_  
RICO MEDINA  
CHAIR

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

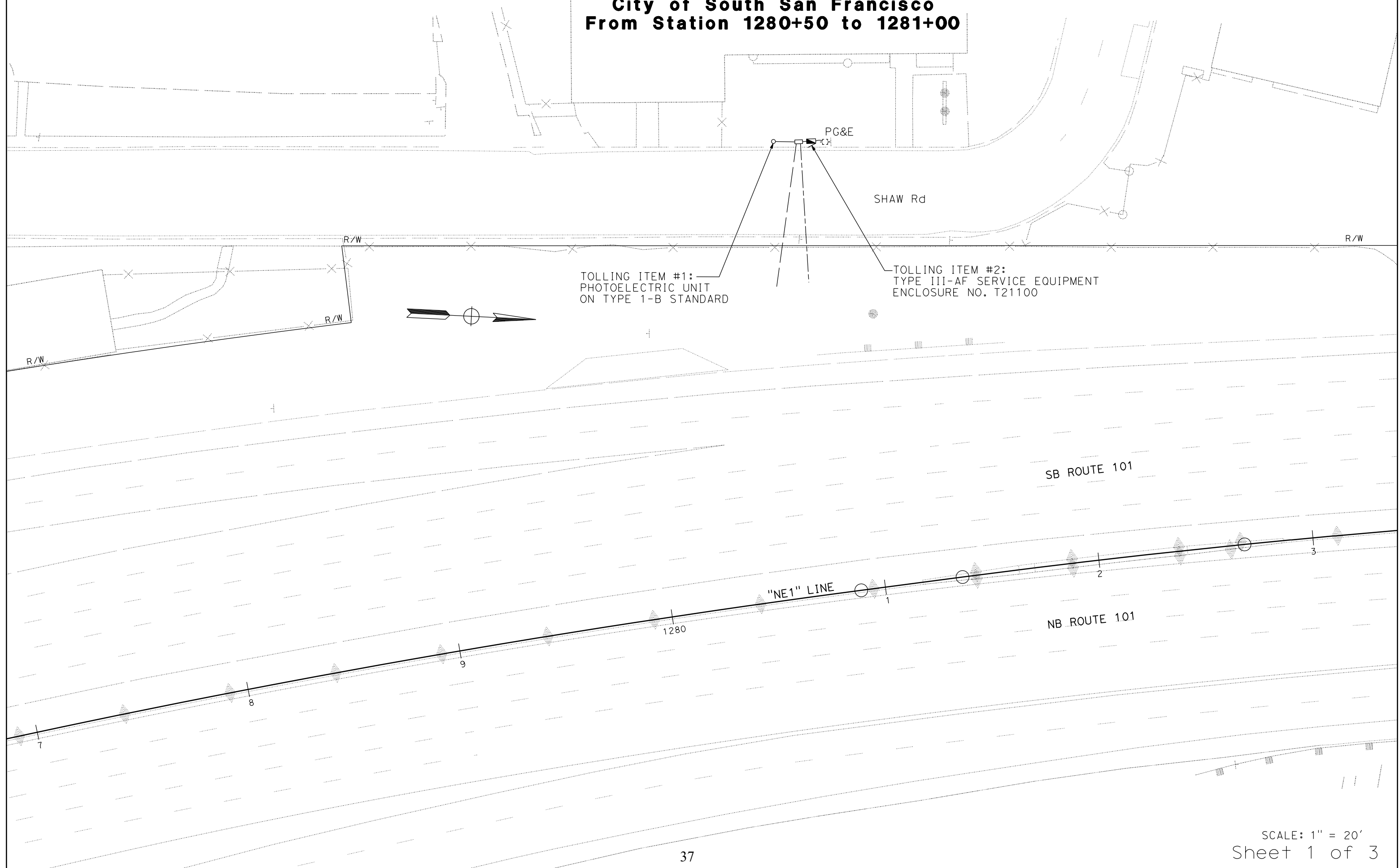
By: \_\_\_\_\_  
City Attorney

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

## **EXHIBIT A**

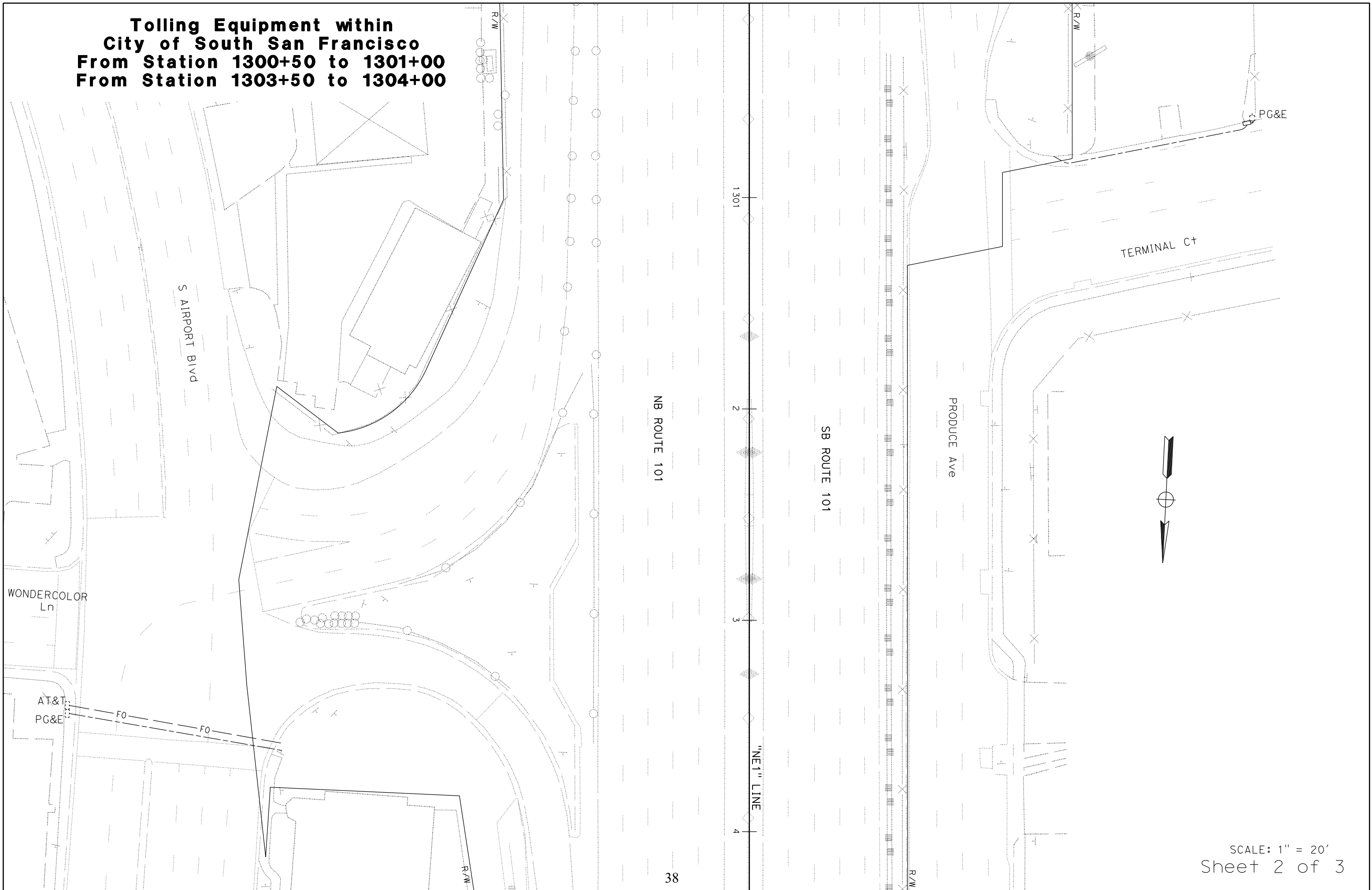
### Description of Property, Premises, and Facilities

**Tolling Equipment within  
City of South San Francisco  
From Station 1280+50 to 1281+00**





**Tolling Equipment within  
City of South San Francisco  
From Station 1300+50 to 1301+00  
From Station 1303+50 to 1304+00**





Tolling Equipment within  
City of South San Francisco

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

TOLLING ITEM #2:  
TYPE III-AF SERVICE EQUIPMENT  
ENCLOSURE NO. T21100





## **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, where Licensor shall be included as an additional insured on such policies:

#### **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: July 8, 2022

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

From: Executive Council

Subject: Review and approval of Resolution SMCEL 22-20 approving the Permanent Encroachment Permit with the City of Belmont for Express Lanes toll facilities within the 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 Resolution SMCEL 22-20 approving the Permanent Encroachment Permit with the City of Belmont for Express Lanes toll facilities within the City Rights of Way.

### **FISCAL IMPACT**

There is no fiscal impact associated with the approval of the Permanent Encroachment Permit with the City of Belmont. 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, has been completed and toll operations is on-going, while construction of the northern segment from Whipple to Interstate-380 is well underway.

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 permit was previously issued by the City of Belmont for the work to occur within its rights of way, but now that installation is now complete, it is necessary for the SMCEL-

JPA to approve the attached Permanent Encroachment Permit that is being granted by the City to document the presence of these facilities within the city's rights of way.

**ATTACHMENTS**

1. Resolution SMCEL 22-20

## **RESOLUTION SMCEL 22-20**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) APPROVING THE ISSUANCE OF A PERMANENT ENCROACHMENT PERMIT BY THE CITY OF BELMONT TO SMCEL-JPA**

**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 the rights of way of the City of Belmont including, but not limited to, pull boxes, conduits, cables, electrical meters and pedestals, transformers, close circuit televisions (CCTV), etc.; and

**WHEREAS**, the City of Belmont owns and controls the public rights of way where these facilities were installed and will remain for the long-term operation of the Express Lanes; and

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

**WHEREAS**, on June 28, 2022, the City Council of the City of Belmont adopted Resolution 2022-068 approving the issuance of a Permanent Encroachment Permit to SMCEL-JPA to document the existence of these facilities within the public rights of way in the City of Belmont so long as the Express Lanes is in operation; and

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

**NOW THEREFORE BE IT RESOLVED**, that the SMCEL-JPA Board of Directors approves the issuance of a Permanent Encroachment Permit by the City of Belmont to SMCEL-JPA.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY OF JULY 2022.**

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*Rico Medina, Chair*

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

Date: July 8, 2022

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

From: Executive Council

Subject: Review and approve Resolution SMCEL 22-21, ratifying the purchase of Commercial General Liability Insurance and Public Officials Liability Insurance policies for 12 months at a not to exceed amount of \$131,067

(For further information please contact Ryan Hinchman at [hinchmanr@samtrans.com](mailto:hinchmanr@samtrans.com))

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### RECOMMENDATION

That the SMCEL-JPA Board review and approve Resolution SMCEL 22-21, ratifying the purchase of General Liability Insurance and Public Officials Liability Insurance policies for 12 months at a not to exceed amount of \$131,067.

The Commercial General Liability insurance includes \$10 million in combined single limits for bodily injury and property damage for a policy term of 12 months through July 1, 2023, and Public Officials Liability insurance with aggregate limits of \$3,000,000.

### FISCAL IMPACT

The Commercial General Liability insurance has a premium of \$117,408, subject to a \$100,000 self-insured retention. The Public Officials Liability insurance has an annual premium of \$13,659 and a \$10,000 self-insured retention.

A comparison of the recommended liability coverages for FY 2022 and FY2023 is shown below:

<b>Principal Program</b>	<b><u>Limits</u></b>	<b>3/1/22-7/1/22 (4 Mos) <u>Premium</u></b>	<b>7/1/22-7/1/23 <u>Premium</u></b>
Commercial General Liability	\$10 million	\$34,402	\$117,408
<b>TOTAL</b>		<b>\$34,402*</b>	<b>\$117,408</b>

\*This is equivalent to an annual premium of \$103,000

<b><u>Principal Program</u></b>	<b><u>Limits</u></b>	<b><u>FY22 Premium</u></b>	<b><u>FY23 Premium</u></b>
Public Officials Liability	\$3 million	<u>\$12,843</u>	<u>\$13,659</u>
<b>TOTAL</b>		<b>\$12,843</b>	<b>\$13,659</b>

#### **SOURCE OF FUNDS**

Funds to underwrite the recommended liability insurance program are included in the FY 2023 budget approved by the JPA Board at the June 2022 meeting.

#### **BACKGROUND**

California Department of Transportation (Caltrans), in partnership with the San Mateo County Transportation Authority (SMCTA) and City/County Association of Governments of San Mateo County (C/CAG) is constructing express lanes on U.S. 101. The project is being constructed in two phases. During Phase One, Caltrans is converting the existing carpool lanes into express lanes from the San Mateo County/Santa Clara County Line to Whipple Avenue in Redwood City. During Phase Two, Caltrans is adding a lane to northbound and southbound U.S. 101 from Whipple Avenue to just north of I-380 in South San Francisco. The project will ultimately create twenty-two (22) miles of express lanes in each direction of U.S. 101 within San Mateo County, and provide a seamless transition to the express lanes in Santa Clara County. The southern segment from the San Mateo County/Santa Clara County Line to Whipple Avenue began operation in February 2022. The expected lane opening of Phase Two from Whipple Avenue to I-380 is late 2022/early 2023.

USI Insurance Services is the existing insurance broker for the SMCEL-JPA and is the recommended broker to bind the JPA's Liability Insurance program.

After conducting a full market outreach, USI obtained one renewal option for the general liability program, which covers against claims made by third parties for bodily injury and property damage the SMCEL-JPA may potentially be held liable for. The program has a \$10 million limit and a \$100,000 self-insured-retention. The recommended General liability carrier is Homesite, a subsidiary of Allied Public Risk (APR), and has an AM Best Rating of A XV. The 12 month policy would start on July 1, 2022 at a premium of \$117,408. The cost is approximately 14 percent higher comparing to the previously expired 12-month period from March 2021 to March 2022. This increase was not unexpected given that the liability market remains hard based on industry-wide liability claims and underwriters are now imposing minimum premiums for the insurance limits they provide. For the SMCEL-JPA, the premium increased 10 percent, and this year, the insurer is charging taxes to the premium, making the total increase at 14 percent. Earlier attempts to renew in March resulted in quotes with increases as high as 22 percent, prompting the 4-month, \$34,402 renewal extension recommendation. Staff then re-solicited quotes with a July renewal date. Terrorism Insurance Recovery Act (TRIA) is included in the premium.

Two options were presented for Public Officials Liability and USI recommends binding the option from PGUI (AXA XL) for a 12-month term. This policy includes a \$3 million aggregate limit, requiring a \$10,000 self-insured retention, for a premium of \$13,659. AXA XL has an AM Best Rating of A XV.



Staff recommends that the SMCEL-JPA Board reviews and approves Resolution SMCEL 22-21, ratifying the purchase of General Liability Insurance and Public Officials Liability Insurance policies for 12 months at a not to exceed amount of \$131,067.

**ATTACHMENT**

1. Resolution SMCEL-22-21

## **RESOLUTION SMCEL 22-21**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) RATIFYING THE PURCHASE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND PUBLIC OFFICIALS LIABILITY INSURANCE POLICIES FOR 12 MONTHS AT AN NOT TO EXCEED AMOUNT OF \$131,067.**

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

**WHEREAS**, Staff of the San Mateo County Transportation Authority have, in their capacity of serving as finance staff of SMCEL-JPA, consider renewal of the General Liability and Public Officials Liability exposures associated with the Board of Directors for the SMCEL-JPA; and

**WHEREAS**, after such consideration, Staff recommends binding the renewal of the General Liability Insurance policy and the Public Officials Liability insurance with the following significant elements:

- General Liability with aggregate limits of \$10,000,000 and a \$100,000 Self Insured Retention at an annual premium of \$117,408; and
- Public Officials Liability with aggregate limits of \$3,000,000 and a \$10,000 Self Insured Retention at an annual premium of \$13,659

**WHEREAS**, the insurance policy shall be a part of a comprehensive risk management program associated with the exposures associated with the Board of Directors for the SMCEL-JPA.

**WHEREAS**, the insurance policy shall be a part of a comprehensive risk management program that currently includes a Property policy written on a 18-month policy period previously approved by the SMCEL-JPA Board on March 12, 2022.

**WHEREAS**, the insurance policies will facilitate and satisfy insurance requirements necessitated by the License Agreements entered into with various cities affected by the Express Lanes project.

**NOW THEREFORE BE IT RESOLVED**, that the SMCEL-JPA Board of Directors ratifies the Chief Financial Officer's binding of the SMCEL-JPA's Fiscal Year 2023 General Liability and Public Officials Liability Insurance renewal, and approves a 12 months policy at a not to exceed cost of \$131,067.

**PASSED, APPROVED, AND ADOPTED, THIS 8TH DAY JULY 2022.**

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*Rico Medina, Chair*

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

Date: July 8, 2022

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

From: Executive Council

Subject: Receive a presentation on proposed reductions to the toll violation penalties

(For further information please contact Sean Charpentier at [scharpentier@smcgov.org](mailto:scharpentier@smcgov.org); or April Chan at [chana@samtrans.com](mailto:chana@samtrans.com).)

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### RECOMMENDATION

Receive a presentation on proposed reductions to the toll violation penalties.

### BACKGROUND

As part of a regional discussion on fines and penalties, staff from the express lane operators (SMCEL-JPA, Santa Clara Valley Transportation Authority (VTA), Alameda County Transportation Commission (ACTC) and Bay Area Infrastructure Financing Authority (BAIFA) are recommending reductions to the existing express lane toll violation penalties. See Attachment 1 for details.

### ATTACHMENT

1. Presentation on Recommended Changes to Toll Violation Penalties



# Recommended Changes to Toll Violation Penalties

Date: July 8, 2022

# Existing SMCEL-JPA Toll Violation Penalties

1. Penalties are established in the SCMEL-JPA Toll Ordinance, and can be amended by resolution.
2. Penalties are levied for the evasion of tolls or noncompliance with other policies set forth in the Toll Ordinance.
3. Penalties are administered by Bay Area Toll Authority's (BATA), as the SMCEL-JPA's processing agent, and carry out the policies established in the FasTrak® Regional Customer Service Center Policies (BATA Resolution No. 52).
4. Exceptions/Remedies:
  - First-time violators may have their penalties waived by signing up for a FasTrak account.
  - Regional Customer Service Center (RCSC) has further discretion to settle disputes within operator-determined limits.
5. Until October 2021, all BATA Bridges and express lane operators had the same penalty structure.

# Existing SMCEL-JPA Toll Violation Penalties

## 1. 1<sup>st</sup> Violation:

- Sent within 21 days of toll evasion.
- \$25.00 Penalty
- Total (\$25+Toll)
- (Cumulative Penalty = 1<sup>st</sup> Violation \$25)

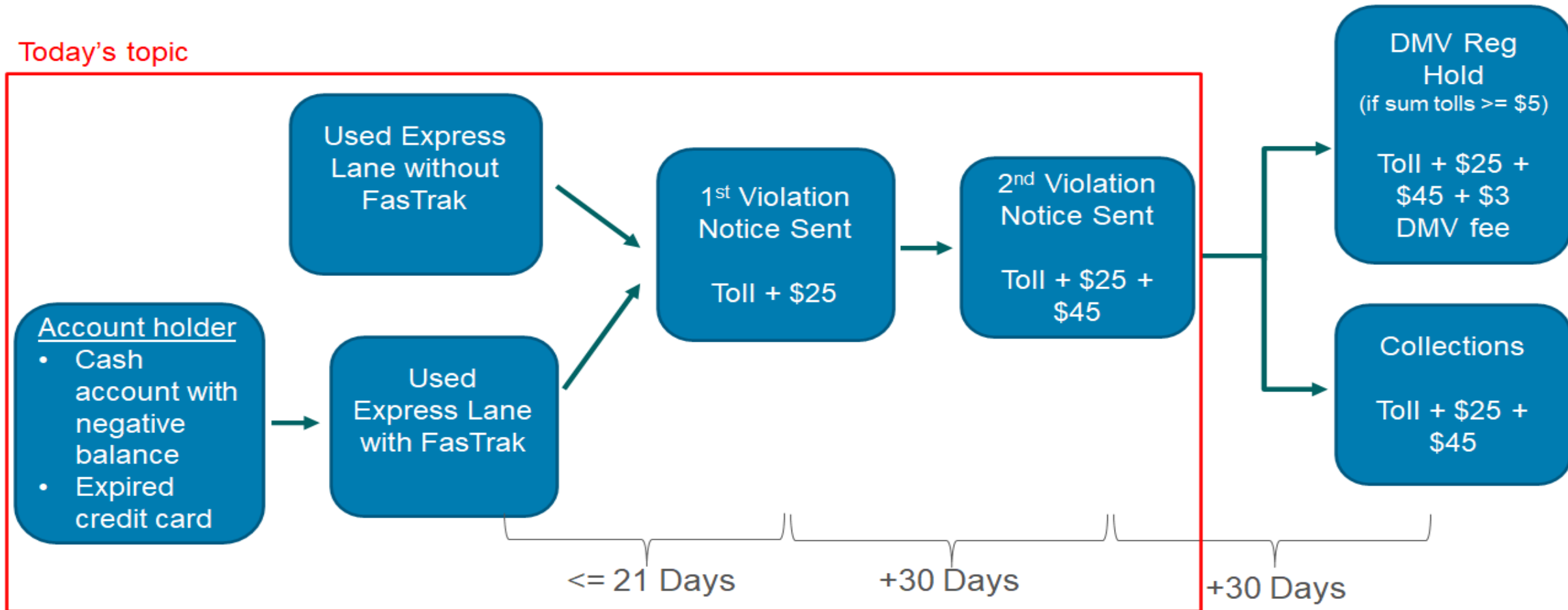
## 2. 2<sup>nd</sup> Violation

- Sent if 1<sup>st</sup> violation penalty and toll is not received within 30 days of notification
- \$45.00 Penalty
- Total (\$25+\$45+Toll)
- (Cumulative Penalty = \$70 (1<sup>st</sup> Violation \$25+ 2<sup>nd</sup> Violation \$45))

3. Next Steps if Unpaid: Escalation to DMV for a hold on the vehicle registration and collection agency.

# Existing SMCEL-JPA Penalties Process

Today's topic



# Regional Context

1. Until October 2021, all BATA Bridges and Express Lanes had the same penalty structure.
2. In October 2021, as a result of the shift to all electronic tolling on all BATA Bay Area Bridges and a regional dialogue about fines and penalties, BATA made the following reduction to its penalties.
  - 1<sup>st</sup> Violation, from \$25 to \$5.
  - 2<sup>nd</sup> Violation, from \$45 to \$10.
  - Maximum Cumulative from \$70 to \$15.
3. BAIFA/BATA started a conversation with the express lane operators (SMCEL-JPA, VTA, & ACTC) about amending the penalties for the express lanes to reflect regional equity concerns.



# Express Lane Unique Characteristics

Relevant Differences between BATA Bridges and Express Lanes:

- Bridges have monopoly pricing power over all lanes. Drivers have a choice to use the tolled express lane or free general purpose lanes.
- Express lanes enforcement is more complicated due to open access.
- Express lanes must meet Federal performance standards for travel speed.
- There are multiple contiguous express lane operators, and striving for consistency among them is important for the customers and operations.

# Recommended Updated Express Lane Penalties

1. Staff from BAIFA and non-BAIFA express lane operators (SMCEL-JPA, ACTC, & VTA) met to discuss potential options for amending the express lane Penalties.
2. Collectively, the following express lane fines and penalties are recommended for consistency:

	Penalties		Difference	
	Existing	Proposed	\$\$	%
1st Violation	\$25	\$10	(\$15)	-60%
2nd Violation	\$45	\$20	(\$25)	-56%
Total	\$70	\$30	(\$40)	-57%

# Potential Fiscal Impact

1. It is likely that there will be a negative fiscal impact.
2. However, the extent of the potential negative impact is difficult to estimate due to the following reasons.
  - The primary focus remains on collecting the tolls. The tolls owed are still collected in their entirety. Only the penalties would be reduced.
  - Reduced penalties might encourage more people to pay earlier, which would increase payments and reduce collection expenses.

# Path to Regional Consistency

- BAIFA and the Bay Area express lanes operators propose to request board/commission actions to reduce penalties to \$10 + \$20 (\$30 cumulative).
- A single effective date is proposed in late Sept or early Oct to ease the burden on the RCSC and to communicate to the public.

Agency	Proposed Board Action
BAIFA	July 27, 2022
<b><u>SMCEL-JPA</u></b>	<b><u>August 12, 2022</u></b>
VTA	September 1, 2022
Sunol JPA	September 12, 2022
Alameda CTC	September 22, 2022



# Questions?

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

Date: July 8, 2022

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

From: Policy/Program Manager (PPM)

Subject: Receive Update on the US 101 Express Lanes Operations

(For further information please contact Matthew Click, Policy/Program Manager, [MClick@hntb.com](mailto:MClick@hntb.com) or Lacy Vong, [LVong@hntb.com](mailto:LVong@hntb.com))

### RECOMMENDATION

That the SMCEL-JPA Board receives update on the US 101 express lanes operations.

### BACKGROUND

On February 11<sup>th</sup>, 2022, the southern segment of the US 101 express lanes (between Whipple Avenue and Embarcadero Road) opened concurrently with the Santa Clara Valley Transportation Authority (VTA)'s companion express lane project to the south. SMCEL-JPA staff continue to participate in operational meetings with Bay Area Infrastructure Financing Authority (BAIFA), Bay Area Toll Authority (BATA) and their consultants. The express lanes are still in a ramp-up phase and performing well.

The PPM will provide an operational update to the Board to obtain their feedback. The report covers the period from February 11 to May 31, 2022, a total of 77 tolling days. Below are operational highlights for consideration:

- The average potential daily revenue for the southern segment during this period was \$18,487. A month to month breakdown appears in the following table:

Period	Number of Tolling Days	Total Potential Revenue for the Period	Average Potential Daily Revenue per Day
February 11-28	12	\$187,233	\$15,603
March 1-31	23	\$463,046	\$20,132
April 1-30	21	\$369,080	\$17,575
May 1-31	21	\$404,106	\$19,243
<b>Total to Date</b>	<b>77</b>	<b>\$1,423,465</b>	<b>\$18,487</b>

- During this reporting period, the average daily toll rates have been:

Period	Southbound	Northbound
<b>February 11-28</b>	\$1.17	\$0.74
<b>March 1-31</b>	\$1.56	\$0.83
<b>April 1-30</b>	\$1.23	\$0.80
<b>May 1-31</b>	\$1.23	\$0.89

- Daily average express lanes volumes continue to increase month to month. The following is summary of volumes over the reporting period:

Period	Number of Tolling Days	Average Daily EL Volume		% Change from Previous Month	
		Northbound	Southbound	Northbound	Southbound
<b>February 11-28</b>	12	11,239	9,589	-	-
<b>March 1-31</b>	23	12,281	10,423	+9.3%	+8.7%
<b>April 1-30</b>	21	13,172	10,755	+7.3%	+3.2%
<b>May 1-31</b>	21	14,273	11,154	+8.4%	+3.7%

- Average Express Lane trips continue to grow slowly from month to month since opening, with May seeing an increase of 8.4% in the northbound direction and 3.7% in the southbound direction from the previous month.
- Express Lanes and General Purpose lanes continue to operate well below capacity, which confirms that traffic has not returned to pre-pandemic levels.
- Express Lanes continue to operate at about 10 to 12 mph faster than the general purpose lanes in both directions.
- Out of these trips, most continue to be image-based trips followed by drivers who declared as single occupant vehicle (SOV). Clean Air Vehicle (CAV) declarations represented the smallest portion of trips at about 1.6% in May. However, since February, we have observed an almost 10% reduction in IBT trips, indicating that transponder adoption continues to increase.

The general observation is the express lanes continue to be in a period of ramp-up. As congestion continues to climb slowly back to pre-pandemic levels in the corridor, the express lane volumes and associated toll rates are expected to increase.

PPM will also provide an update on the status of the 101 Express Lanes Community Transportation Benefits Program (Program), which launched at the end of April 2022. The Program is administered by Samaritan House. Qualified individuals may sign up for the program at any of the San Mateo County Core Service Agencies, including Samaritan House. As part of Samaritan House's role as the administrator, it is collecting information from participants, including demographic information on program participants, and their responses to survey questions about their specific transportation needs that will help inform future iterations of the Program. The attached Executive Dashboard and staff presentation includes reporting details through May 31, 2022. Below are

some highlights:

- The median and average age of participants is 39.
- The majority of participants identify as women.
- The majority of participants identify as having Hispanic ethnicity.
- The majority of participants said they will use their benefit to get food or run other household errands, to get to work, or to get to healthcare.

## **ATTACHMENT**

1. 101 Express Lanes Operations Executive Dashboard
2. 101 Express Lanes Community Transportation Benefits Program Update







# Community Transportation Benefits Program Update

July 2022

# Benefits distributed since launch

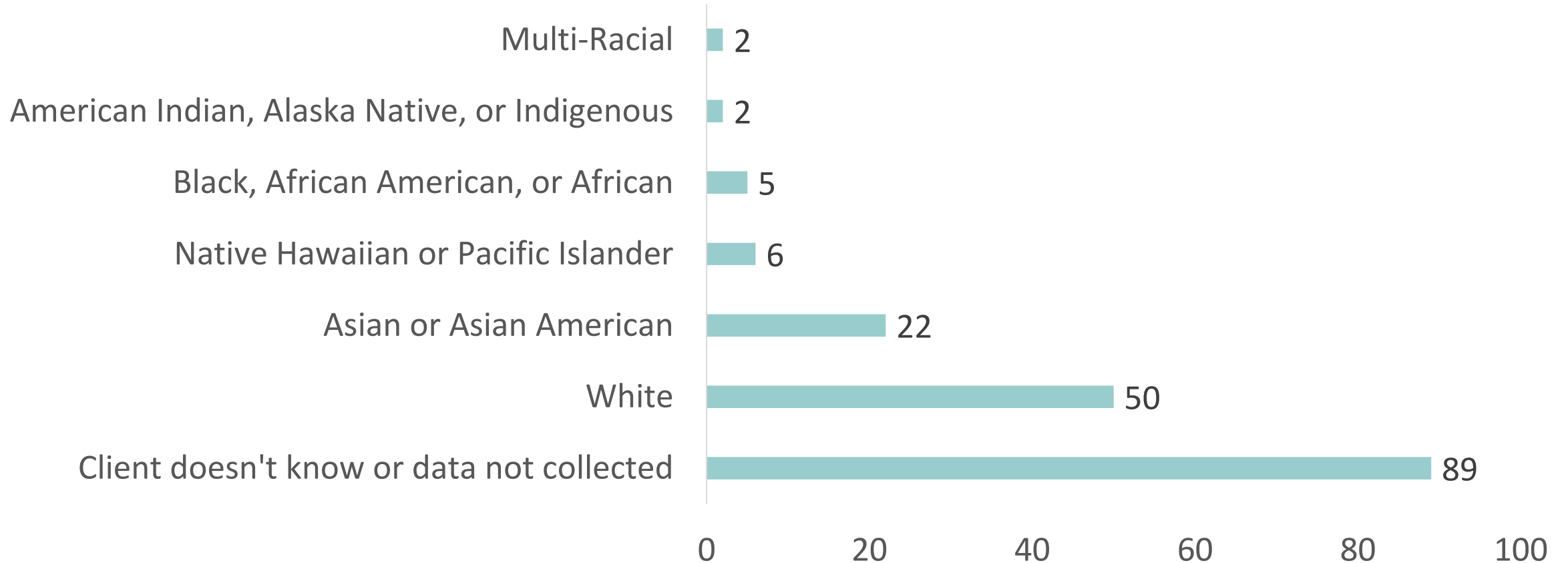


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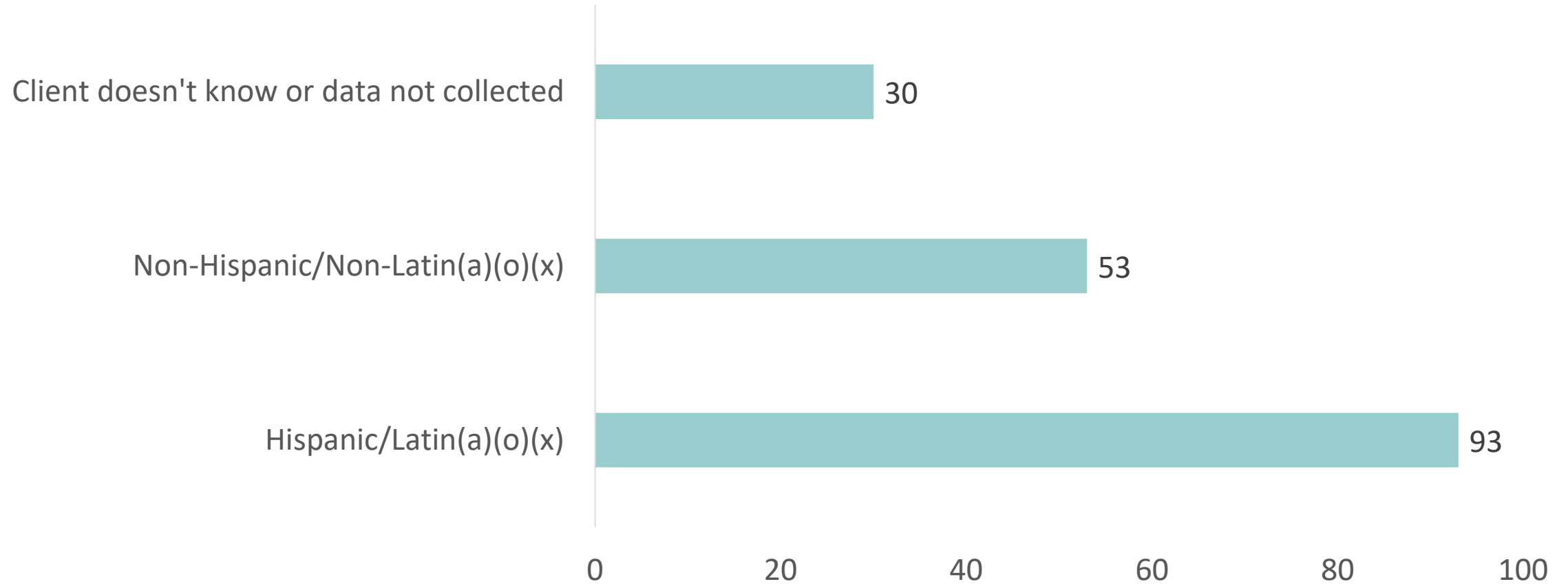


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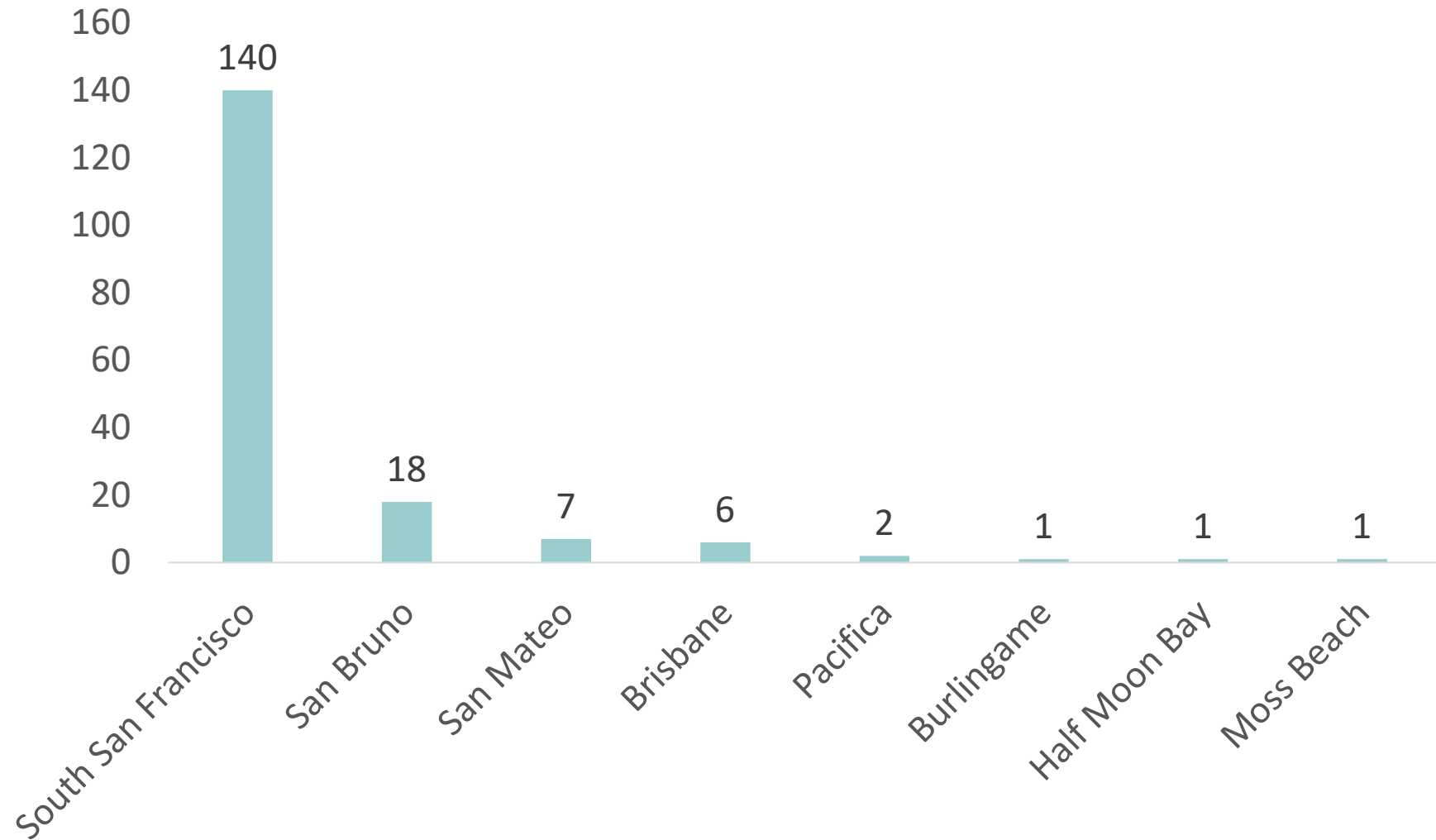
# Race of program participants



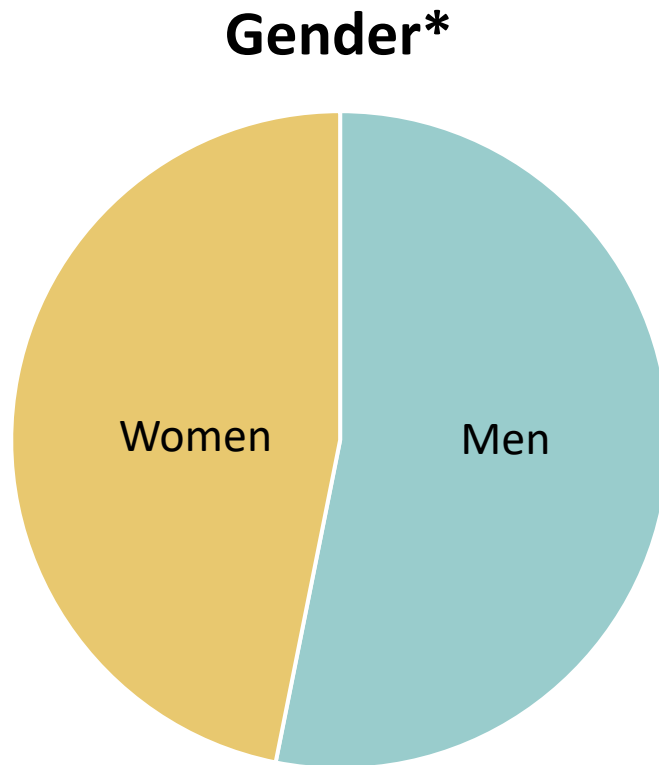
# Ethnicity of program participants



# Cities where program participants live



# Gender + age of program participants

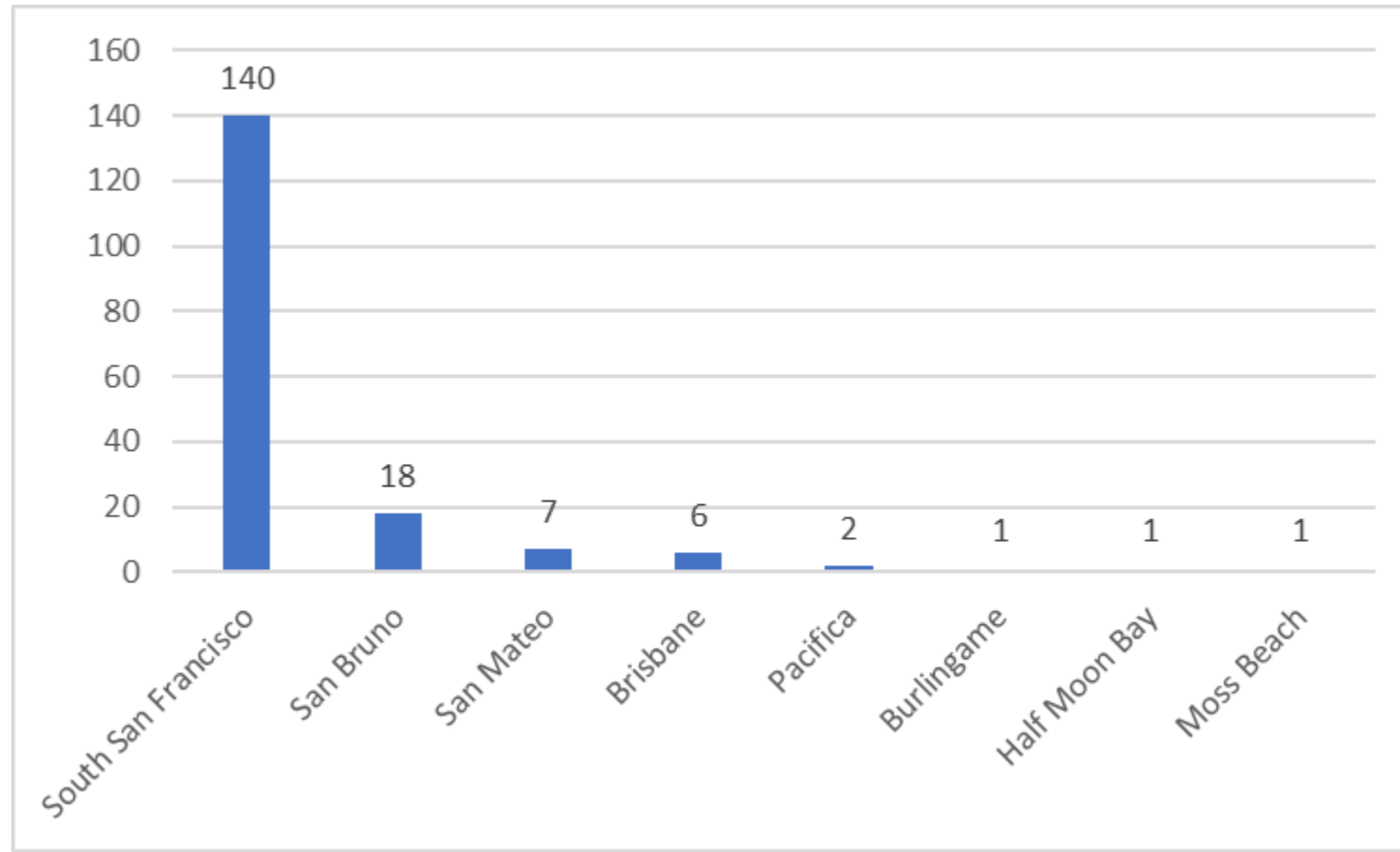


**Age**

39

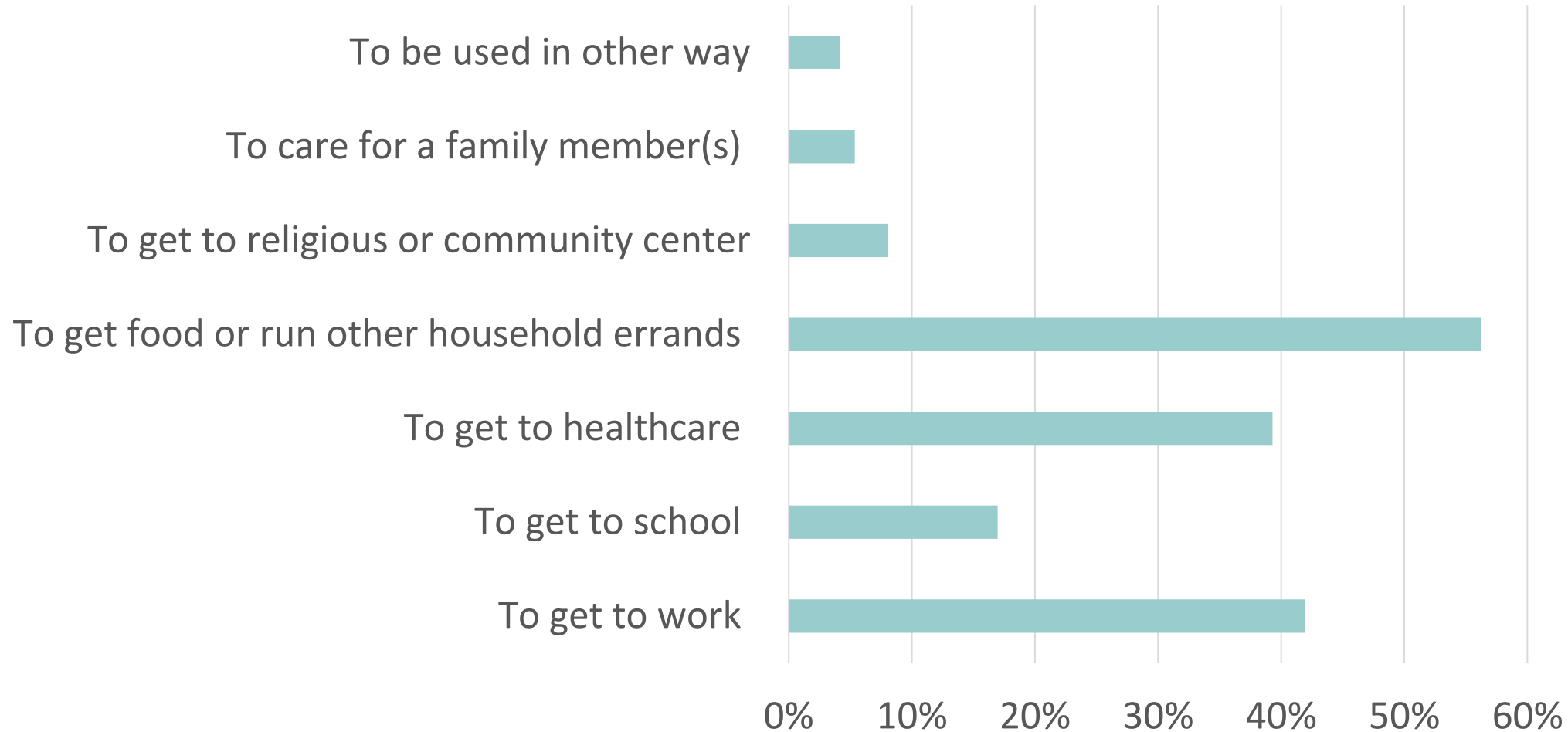
Median age

C





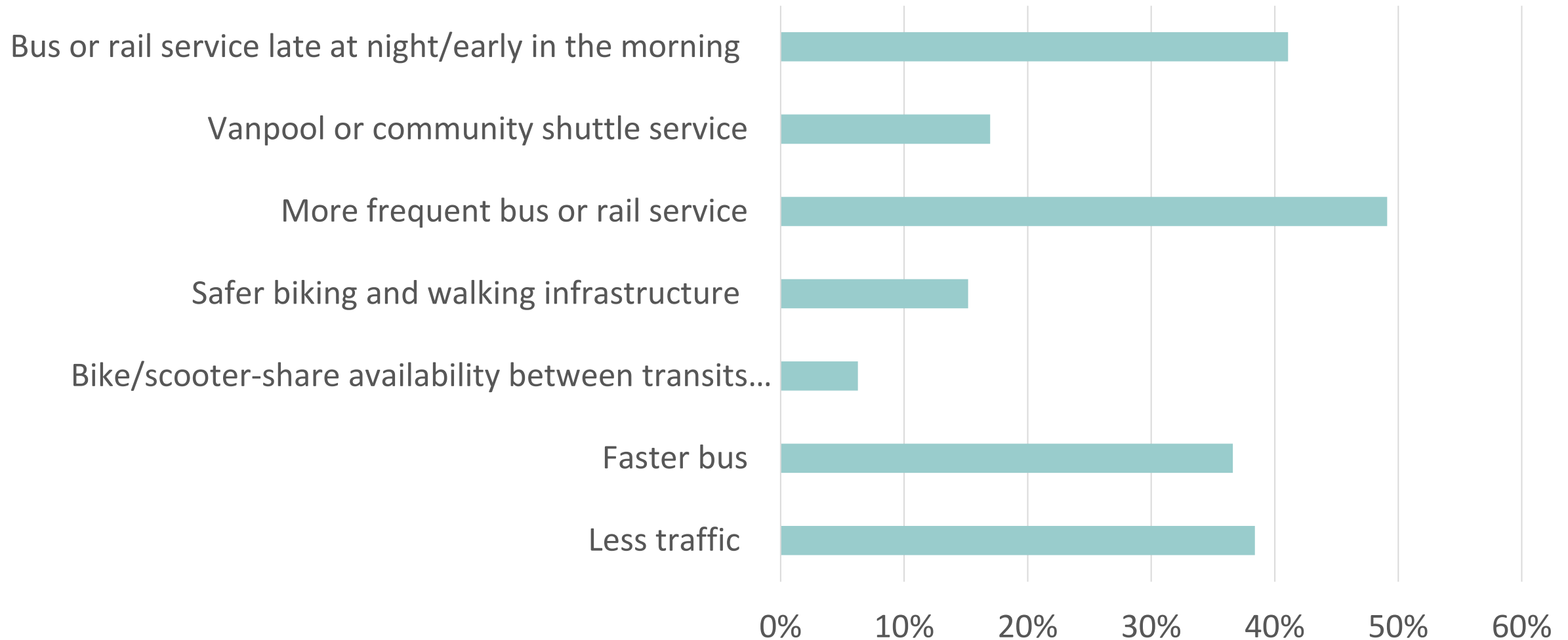
# How will you use this benefit?



n = 112

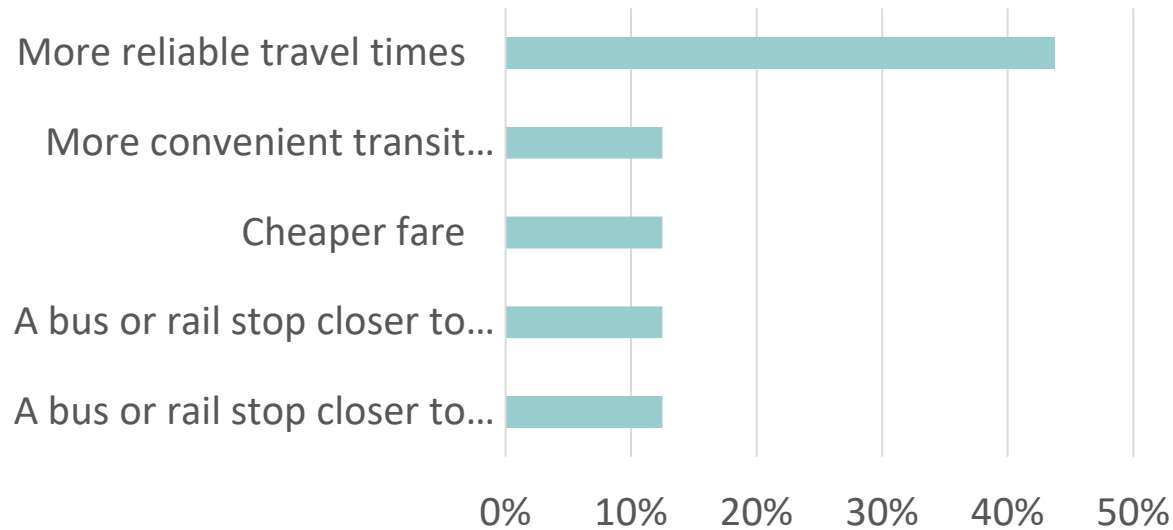
**EXPRESS  
LANES**  
San Mateo County

# What would make your commute easier?

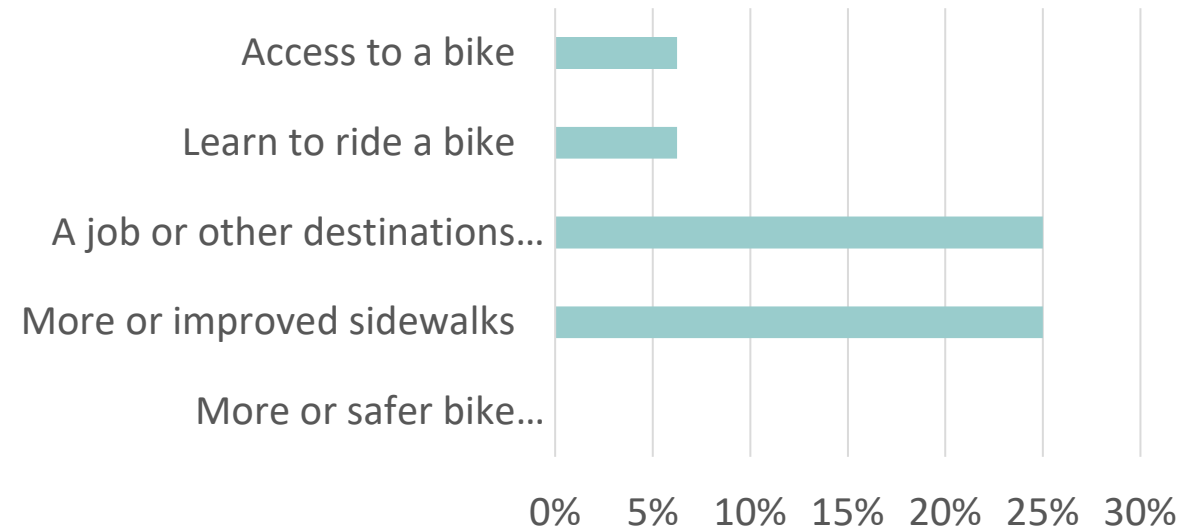


# What would it take for you to take another mode if FasTrak was selected?

What would it take for you to use bus or rail instead of drive a car?

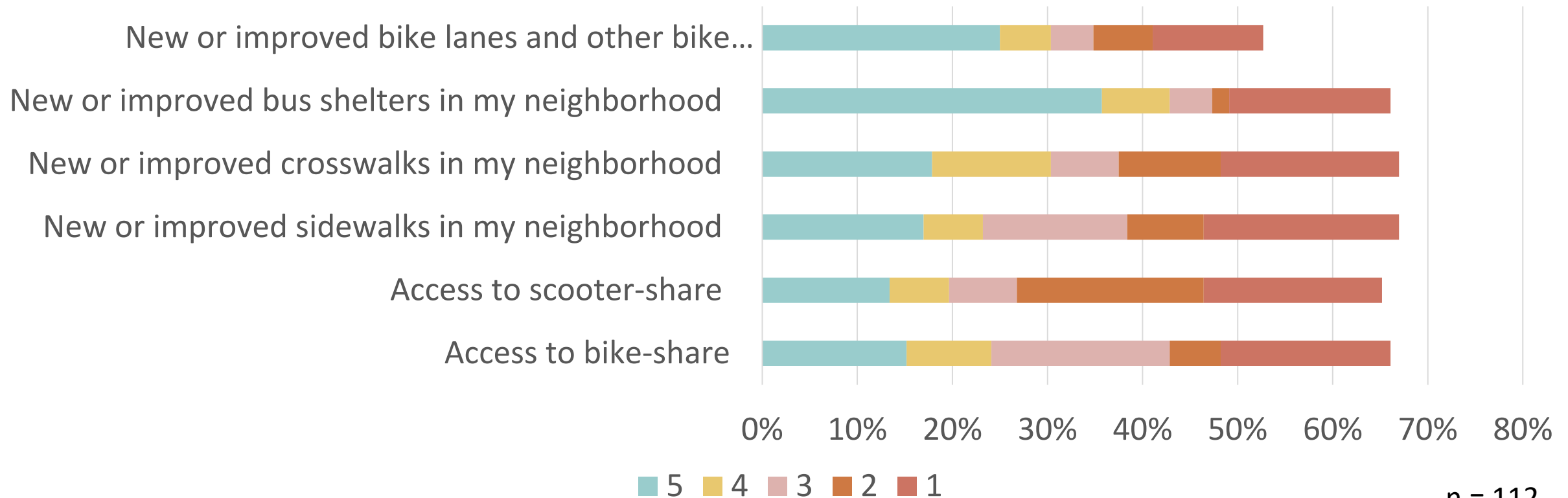


What would it take for you to ride a bike or walk instead of drive a car?



# What other benefits would be helpful for you if this program is expanded in the future?

1= most helpful, 5 = least helpful



n = 112

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