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FIRST AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE SAN MATEO COUNTY EXPRESS LANES

THIS FIRST AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), is made and entered as of the ~~13th~~ day of June, 2019 by and between the San Mateo County Transportation Authority ("TA") and City/County Association of Governments of San Mateo County ("C/CAG"), each of which is a public entity duly organized and existing in the County of San Mateo under the constitution and laws of the State of California and individually or collectively called "Member" or "Members."

WITNESSETH:

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

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

WHEREAS, C/CAG is a joint powers agency formed in 1990 pursuant to the Act by the County of San Mateo and the 20 cities and towns located in the County of San Mateo to be the responsible agency in San Mateo County to prepare and adopt the congestion management program per California Government Code Section 65089 et seq., and which develops and implements countywide plans required under additional State laws, particularly concerning transportation, air quality, storm water runoff, hazardous waste, solid waste and recycling, and serves as the Congestion Management Agency for the County of San Mateo; and

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

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

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conditions governing the management, operation, financing, and expenditure of revenues generated by express lanes in San Mateo County; and to exercise the powers described herein and as provided by law (including but not limited to California Streets and Highways Code Section 149.7, as it now exists and may hereafter be amended).

WHEREAS, on April 11, 2019, the C/CAG Board approved the Joint Exercise of Powers Agreement for the San Mateo County Express Lanes, and, on May 2, 2019, the TA Board approved that Agreement, and the C/CAG and TA now wish to amend and restate that Agreement to revise the name of the joint powers agency to better reflect the location and identity of the agency.

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

ARTICLE I

DEFINITIONS

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

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

"Agreement" means this Joint Exercise of Powers Agreement.

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

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

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

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

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

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

"Controller" means the Controller of the San Mateo County Express Lanes JPA designated pursuant to Section 4.7 of this Agreement.

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

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

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

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

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

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

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

"Secretary" means the secretary of the San Mateo County Express Lanes JPA appointed pursuant to Section 4.6 of this Agreement.

"State" means the State of California.

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

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

ARTICLE II
GENERAL PROVISIONS

Section 2.1. San Mateo County Express Lanes JPA.

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

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

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

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

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

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

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

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

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

ARTICLE III

POWERS AND OBLIGATIONS OF SMC EXPRESS LANES JPA

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

- (a) Seek, receive and administer funding from any available public or private source, including toll and any other revenues and grants or loans under any available federal, state, and local programs for assistance in achieving the purposes of the SMC Express Lanes JPA;

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

Section 3.2. Specific Powers and Obligations.

- (a) Audit. The records and accounts of the SMC Express Lanes JPA must be audited annually by an independent certified public accountant, and copies of such audit report must be filed with the State Controller and the County Auditor and will be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the

SMC Express Lanes JPA. The Board of Directors may, by unanimous vote, replace the annual audit with an audit covering up to a two-year period.

(b) Securities. The SMC Express Lanes JPA may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any Bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the SMC Express Lanes JPA, and may borrow from any source including, without limitation, the federal government, for these purposes.

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

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

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

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

Section 3.3. Dissolution of SMC Express Lanes JPA.

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

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

(c) Agreement with Successor Entity. The SMC Express Lanes JPA cannot be dissolved until a successor entity, qualified by State law then in-effect, has agreed to (i) assume ownership of the SMC Express Lanes JPA's Joint Facilities and other assets, (ii) provide for the assumption or discharge of the SMC Express Lanes JPA's Indebtedness and other liabilities, and (iii) carry out all duties associated with operation and maintenance of the express lanes and management of the expenditure of the Gross Revenues. Such agreement must be expressed in a contract between the successor entity, the SMC Express Lanes JPA, the TA and C/CAG, which may be executed only upon approval of (i) a two-thirds (2/3) vote of the TA Board of Directors, (ii) a majority vote of the C/CAG Board of Directors and only when the members voting in favor of such action represent a majority of the population of the County, and (iii) a super majority (five (5) votes) of the SMC Express Lanes JPA Board of Directors.

ARTICLE IV

ORGANIZATION, GOVERNANCE AND FUNCTIONS OF SMC EXPRESS LANES JPA

Section 4.1. Governing Board.

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

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

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

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

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

Section 4.2. Compensation and Expense Reimbursement.

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

(b) A Board member may waive the compensation to which he or she would otherwise be entitled under the preceding paragraph by notifying the Secretary in writing that he or she expressly and irrevocably waives any such compensation that he or she would otherwise be entitled to be paid in the future for services as a Board member. This

written waiver must: (i) be voluntary; (ii) be irrevocable; (iii) expressly waive any and all future compensation to which the Board member may be entitled under this Section 4.2; (iv) acknowledge that, by waiving compensation, the Board member understands he or she is not entitled to any compensation he or she would otherwise be eligible to receive pursuant to this Section 4.2; (v) acknowledge that the amount of the waived compensation will be retained in the SMC Express Lane JPA's general assets; and (vi) be dated and signed by the Board Member and filed with the Secretary before the compensation is paid. The Secretary must retain the original copy of a Board member compensation waiver in accordance with a record retention policy established by the Board in full accordance with all applicable statutory requirements.

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

Section 4.3. Conflicts of Interest.

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

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

Section 4.4. Board Meetings

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

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

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

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

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

Section 4.5. Voting.

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

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

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

Section 4.6. Officers.

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

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

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

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

Section 4.7. Fiscal Agent/Auditor/Controller and Treasurer. The TA is designated as the Fiscal Agent of the SMC Express Lanes JPA. The San Mateo County Transit District (as managing agency of the TA) will serve as the Auditor/Controller and Treasurer of the SMC Express Lanes JPA. The Treasurer will be the depository and will have custody of all of the accounts, funds, and money of the SMC Express Lanes JPA from whatever source. The Auditor/Controller and the Treasurer will perform the duties and functions, assume the obligations and authority set forth in Sections 6505, 6505.5 and 6505.6 of the Act, and assure strict accountability of all funds and reporting of all receipts and disbursements of the SMC Express Lanes JPA. The Auditor Controller and Treasurer are designated as having charge of, handling or having access to funds or property of the SMC Express Lanes JPA for purposes of the Official's Bond required under Section 6505.5 of the Act and Section 4.10 of this Agreement.

The SMC Express Lanes JPA may change the Fiscal Agent, Auditor/Controller and/or Treasurer, and/or appoint other persons possessing the qualifications set forth in Section 6505.5 of the Act to these offices, by resolution of the Board of Directors. The designations set forth in this Section 4.7 will be considered concurrently with consideration of amendments to Attachment A as described in Section 4.8 of the Agreement.

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

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

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

so, the SMC Express Lanes JPA may procure a blanket bond on behalf of all such officers and persons.

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

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

ARTICLE V

OPERATIONS AND FACILITIES

Section 5.1. Assumption of Responsibilities by the SMC Express Lanes JPA. As soon as practicable after the date of this Agreement, the Members must appoint their representatives to the Board. At its first meeting, the Board will elect a Chair and Vice-Chair, and appoint a Secretary as prescribed in Article IV.

Section 5.2. Delegation of Powers; Transfer of Records, Accounts, Funds and Property. Each of the Members hereby delegates to the SMC Express Lanes JPA the power and duty to maintain, operate, manage, and control the Joint Facilities, as they may be expanded from time to time, and revenues generated by express lanes in the County.

Section 5.3. Joint Facilities Costs, Reserves and Capital. Upon the organization of the Board, the SMC Express Lanes JPA will assume financial responsibility for the improvement, alteration, maintenance, and operation of the Joint Facilities and will pay all contractual and administrative expenses of the SMC Express Lanes JPA. Once revenues are generated by express lanes in the County, the SMC Express Lanes JPA will establish reasonable reserves and undertake appropriate capital projects to maintain the Joint Facilities. The Members acknowledge that the SMC Express Lanes JPA likely

will be required to incur Indebtedness for contractual and administrative expenses before and after express lanes are operational.

ARTICLE VI

BUDGET AND OTHER FINANCIAL PROVISIONS

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

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

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

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

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

ARTICLE VII

MISCELLANEOUS

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

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

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

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

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

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

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


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

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

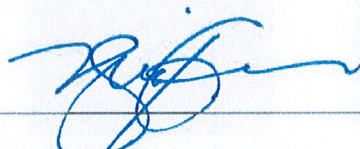
Section 7.10. Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

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

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO
COUNTY (C/CAG)

By: 
Name: Maryann Moise Derwin
Its: Board Chair

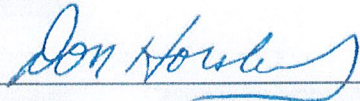
Attest:


C/CAG Clerk of the Board

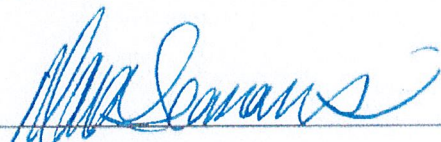
Approved as to Form:

Matthew Sauer
Legal Counsel for C/CAG

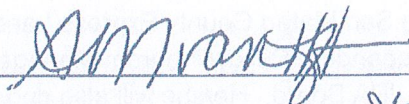
SAN MATEO COUNTY
TRANSPORTATION AUTHORITY (TA)

By: 
Name: DON HORSLEY
Its: BOARD CHAIR

Attest:

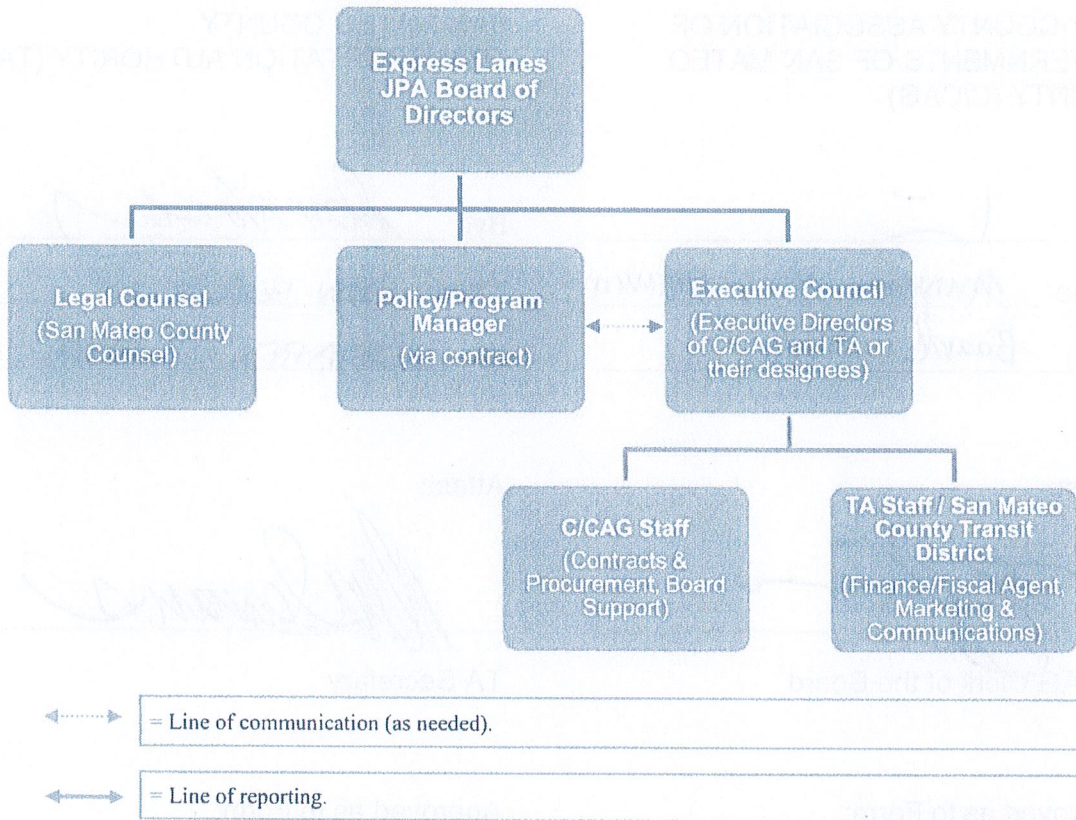

TA Secretary

Approved as to Form:


Legal Counsel for the TA
Shayna
M. vanHofen

ATTACHMENT A

SAN MATEO COUNTY EXPRESS LANES JPA INITIAL STAFFING MODEL



A. The San Mateo County Express Lanes Joint Powers Authority (JPA) will retain an independent Policy/Program Manager via contract. That Manager will report directly to the JPA Board. He/she will also coordinate with the Executive Council as necessary. On a day-to-day basis, the Policy/Program Manager is expected to coordinate with any of the staff listed below under Sections (C) and (D) as necessary. The main duties of the Policy/Program Manager will be to:

- Seek input from the Executive Council and others, develop, and make recommendations to the JPA Board on policies including but not limited to tolling principles, toll ordinance, toll discounts, equity, and net revenue expenditure priorities.
- Collaborate with Bay Area Infrastructure Financing Authority (BAIFA) and make recommendations on toll system, and toll equipment maintenance and upgrades.
- Represent San Mateo County Express Lanes interests at regional and other express lanes forums, in collaboration with Executive Council.

- Collaborate with the Executive Council and all TA and C/CAG staff who provide service to the JPA on recommendations to the JPA Board, including but not limited to Toll Expenditure Plan and the JPA Budget.
 - Implement and support the management of contracts and agreements for the JPA in collaboration with the Executive Council.
 - Provide other support to the JPA Board as necessary.
- B. The JPA will have an Executive Council that consists of the Executive Director of the TA and the Executive Director of C/CAG. Each Executive Director may have one designee who will have full authority to act on behalf of the appointing Executive Director. The Executive Council may make recommendations to the JPA Board directly, or coordinate with the Policy/Program Manager on joint recommendations to the JPA Board. The Executive Council will also be responsible for negotiation of agreements with agencies to support the operations of the Express Lanes, including but not limited to the following: BAIFA to provide overall operation of the express lanes; Bay Area Toll Authority (BATA) to provide Fastrak® services; Caltrans for road maintenance; and California Highway Patrol (CHP) for enforcement. As soon as the Policy/Program Manager is on board, he/she will participate in such negotiations and contract preparation in collaboration with the Executive Council.
- C. The TA will be the Fiscal Agent for the JPA. The San Mateo County Transit District (District), which is the administering agency of the TA, will provide the following staffing for the JPA:
- Fiscal Agent and Finance
 - Budgeting and reporting
 - Accounting, including accounts payable and accounts receivables
 - Audits
 - Treasury
 - Marketing and Communications
 - Marketing use of the lanes
 - Promoting the broader benefits of the lanes
 - Media relations
 - Website creation and maintenance
 - Community relations (addressing community concerns about policies, operation of the lanes, etc.)

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

D. C/CAG will provide the following staffing for the JPA:

- Contracts & Procurement
 - Procure, manage, and maintain all JPA contracts and agreements
 - Manage consultant work scope, cost and schedule
 - Review and approve invoices, and submit to TA for payments
 - Maintain contracts between JPA and other entities

- Board Clerk and Support
 - Board support to the JPA, including agenda, notices, and records of meetings
 - Serve as the Board Clerk
 - Manage public records requests
 - Ensure Form 700s are completed and filed

These staff will report to the C/CAG Executive Director on day-to-day operations. Work performed by these staff on matters relating to the JPA will be approved by the Executive Council. These staff are expected to coordinate with the Policy/Program Manager.

- E. The JPA will contract with the San Mateo County Counsel's Office for legal support.
- F. The JPA Board will revisit this staffing Plan, including all of the above provisions, the need of employees, and the effectiveness of the Executive Council, from time to time, but no later than two years from now or April 2021.