

**FIRST AMENDMENT TO  
JOINT POWERS AGREEMENT  
CREATING THE TRANSBAY JOINT POWERS AUTHORITY**

This First Amendment to Joint Powers Agreement Creating the Transbay Joint Powers Authority, dated as of November 9, 2017 (this "First Amendment"), amending and supplementing the Joint Powers Agreement Creating the Transbay Joint Powers Authority, dated as of April 4, 2001 (the "Original Agreement") (the Original Agreement as amended by this First Amendment being herein referred to as the "Agreement"), is entered into by and between the City and County of San Francisco, a municipal corporation and charter city and county duly organized and existing under its Charter and the Constitution of the State of California (the "City"), the Alameda-Contra Costa Transit District, a transit district duly organized and created in accordance with the Public Utilities Code of the State of California (commencing with Section 24501) (the "District"), the Peninsula Corridor Joint Powers Board, a joint exercise of powers agency comprised of the City and County of San Francisco, San Mateo County Transit District, and Santa Clara Valley Transportation Authority, duly created and organized in accordance with the Government Code of the State of California (commencing with Section 6500) (the "JPB"), and the California High-Speed Rail Authority, duly created and organized under the laws of the State of California (the "CHSRA") (collectively, the "Members").

**RECITALS**

WHEREAS, In 2001, the City, the District, and the JPB entered the Original Agreement, creating the Transbay Joint Powers Authority (the "Authority") to design, build, and operate the Transbay Transit Center Program (the "Transbay Program"); and

WHEREAS, The Transbay Program is being developed in two phases, with the first phase being construction of the new transit center for bus operations and the second phase being the development of the downtown extension (DTX) of Caltrain and eventually the California High-Speed Rail to the new transit center; and

WHEREAS, The Transbay Program is at a transition point, with the first phase nearing completion; the Authority desires to ensure that the agency has the strategic leadership to develop federal, state, regional, and local consensus support for key aspects of phase two, which may include project delivery methods, budget, funding, financing, and stakeholder/operator requirement for the system; and

WHEREAS, Section 16 of the Original Agreement and Article IV of the Authority's bylaws contemplate that a public entity may be added as a New Member of the Authority with the concurrence of the existing Members of the Authority, and upon amendment to the Original Agreement; and

WHEREAS, The CHSRA is a public entity that is a major stakeholder in the development and operation of phase two of the Transbay Program; inviting CHSRA to join the

Authority as a new Member may facilitate the support that is critical to successful completion of phase two; and

WHEREAS, On January 12, 2017, the Authority Board of Directors adopted Resolution No. 17-003, directing the Executive Director to invite CHSRA to join the Authority conditioned upon the concurrence of the existing Members; and

WHEREAS, On June 14, 2017, the CHSRA Board of Directors adopted Resolution No. HSRA 17-11, accepting the invitation to become a Member of the Authority; and

WHEREAS, On June 28, 2017, the District Board of Directors adopted Resolution No. 17-030, concurring with the addition of CHSRA as a New Member of the Authority and authorizing the President of the District Board (or designee) to execute this First Amendment; and

WHEREAS, On August 3, 2017, the JPB Board of Directors adopted Resolution No. 2017-39, concurring with the addition of CHSRA as a New Member of the Authority and authorizing the Chair of the JPB Board (or designee) to execute this First Amendment; and

WHEREAS, On October 24, 2017, the City Board of Supervisors adopted Resolution No. 393-17, concurring with the addition of CHSRA as a New Member of the Authority and authorizing the Mayor of the City (or designee) to execute this First Amendment; and

NOW THEREFORE, the premises being as stated above, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate and intending to be legally bound hereby, it is mutually agreed by and between the Members as follows:

## **1. AUTHORITY; DEFINITIONS**

**1.1 Authority.** This First Amendment amends and supplements the Original Agreement and is entered into in accordance with Section 16 and Section 25 of the Original Agreement.

**1.2 Definitions.** All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in in the Original Agreement.

**1.3 Construction of Certain Terms.** All references in the Original Agreement to “this Agreement” or words of similar import shall be deemed to refer to the Agreement as defined in the preamble to this First Amendment. All references in the Original Agreement to “Member”, “a Member”, “the Members”, or words of similar import shall be deemed to refer to the Members as defined in the preamble to this First Amendment.

## **2. AMENDMENTS**

**2.1 Amendments to Section 8 (Board of Directors):** Clause (a) in Section 8 is amended and restated as follows:

“(a) Directors and Alternates. Based on the addition of the CHSRA as a New Member of the Authority, the City shall appoint four (4) directors, and the District, the JPB, and the CHSRA shall each appoint one (1) director to serve on the Board. The JPB shall not appoint the City and County of San Francisco to serve as its director or alternate on the Board. Each Member may in a director’s absence appoint an alternate director for said director. The City and any New Member subsequently added to the Authority may appoint additional directors and alternate directors in accordance with Section 16 of this Agreement.”

**2.2 Amendments to Section 23 (Notices):** Section 23 is hereby amended by adding the following new clause:

“CHSRA: California High-Speed Rail Authority  
100 Paseo de San Antonio, #206  
San Jose, CA 95113  
Attn: Northern Regional Director”

### **3. MISCELLANEOUS**

**3.1 Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

**3.2 Severability.** If any portion, term, condition, or provision of this First Amendment is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

**3.3 Integration.** This First Amendment and all its terms, conditions, and provisions shall be deemed to be part of the Original Agreement. Except as specifically amended and supplemented by this First Amendment, all other terms, conditions, and provisions of the Original Agreement (i) are unchanged, (ii) shall remain in full force and effect and are hereby ratified and confirmed by each Member, as defined in the preamble hereto, and (iii) shall apply to this First Amendment as if this First Amendment was originally part of the Original Agreement. In the event of any conflict or inconsistency between this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Original Agreement, as modified by this First Amendment, constitutes the entire contract between the Members relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

**3.4 Counterparts.** This First Amendment may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

**3.5 Effectiveness.** This First Amendment becomes effective as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers that have been duly authorized to do so as of the date above.

CITY AND COUNTY OF SAN FRANCISCO

By:

  
\_\_\_\_\_  
Edwin M. Lee  
Mayor

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

By:

  
\_\_\_\_\_  
Robin M. Reitzes  
Deputy City Attorney

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

By:

\_\_\_\_\_  
Elsa Ortiz  
President

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Denise C. Standridge  
General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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Mayor

APPROVED AS TO FORM:


Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Robin M. Reitzes  
Deputy City Attorney

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

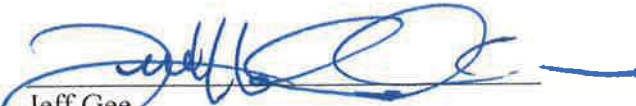
By:  \_\_\_\_\_  
Elsa Ortiz  
President

APPROVED AS TO FORM:


By:  \_\_\_\_\_  
Denise C. Standridge  
General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PENINSULA CORRIDOR JOINT POWERS BOARD

By:   
Jeff Gee  
Chair

APPROVED AS TO FORM:

By:   
Joan L. Cassman  
General Counsel

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: \_\_\_\_\_  
Thomas C. Fellenz  
Interim Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James Andrew  
Acting Chief Counsel

PENINSULA CORRIDOR JOINT POWERS BOARD

By: \_\_\_\_\_  
Jeff Gee  
Chair

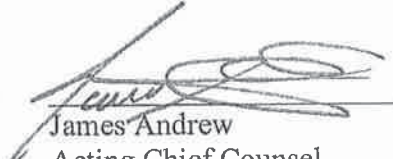
APPROVED AS TO FORM:

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Joan L. Cassman  
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CALIFORNIA HIGH-SPEED RAIL AUTHORITY

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Thomas C. Fellenz  
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Acting Chief Counsel

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