

**SECOND AMENDMENT TO
MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL TRANSIT ADMINISTRATION, FEDERAL RAILROAD
ADMINISTRATION, AND THE CALIFORNIA HISTORIC PRESERVATION
OFFICER,
REGARDING THE TRANSBAY TERMINAL/CALTRAIN DOWNTOWN
EXTENSION/REDEVELOPMENT PROJECT IN SAN FRANCISCO COUNTY,
CALIFORNIA**

WHEREAS, the Agreement was executed on June 23, 2004; and

WHEREAS, the First Amendment to the Agreement was executed on August 4, 2010 adding the Federal Railroad Administration (FRA) as a Signatory Party and inviting the Transbay Joint Powers Authority (TJPA), to be a signatory for purposes of implementing all of the stipulations in the Agreement that are the responsibility of TJPA; and

WHEREAS, Phase 1 construction of the Transit Center is underway and is expected to be complete in 2018 or earlier; and

WHEREAS, Phase 2 construction of the Downtown Rail Extension (DTX) will commence when full funding has been secured, will require about 7 years for construction, and is projected to be completed in approximately 15 years; and

WHEREAS, two stipulations in the Agreement have been completed: Stipulation II.A. Salvage was completed in 2010 whereby the California State Railroad Museum, the Western Railway Museum and the California Department of Transportation requested and received and the TJPA reserved for itself items such as original wood benches, steel rail fencing, rail caps, signs, steel columns and architectural grills and Stipulation II.D. Documentation was completed in 2008 whereby the TJPA provided to SHPO: a) *Historic Resource Recordation Documentation for the Transbay Transit Terminal, 425 Mission Street, San Francisco, CA* prepared by the TJPA and dated October 10, 2008 and b) *Historic American Engineering Record, San Francisco Oakland Bay Bridge HAER No. CA-32* submitted by Caltrans to SHPO in 1999; and

WHEREAS, the first Transbay Redevelopment project was completed in 2014 (Block 11), five Redevelopment projects are currently under construction (Block 5, Block 6, Block 7, Block 8 and Block 9), and six Redevelopment projects have not commenced construction (Block 1, Block 2, Block 3, Block 4, Block 10, Block 12), one of which (Block 12) will not be completed until after completion of DTX; and

WHEREAS, Stipulation VIII.B Duration of the Agreement states that the terms of the Agreement shall be satisfactorily fulfilled within 12 years following the date of execution by SHPO, and that if FTA determines that this requirement cannot be met, the parties to the Agreement and any consulting Native American Tribe will consult to reconsider its terms; and

NOW, THEREFORE, in accordance with Stipulation VIII.B of the Agreement, which included

consultation with Native American Tribes, the Federal Transit Administration, Federal Railroad Administration, Transbay Joint Powers Authority, and the State Historic Preservation Officer agree to amend the Agreement as follows:

1. Amend Stipulation IV.C.4 so it reads as follows:

TJPA shall prepare a written annual report describing the status of its efforts to comply with the terms of stipulations II. – IV., inclusive, of this Agreement. The annual report will be prepared following the end of each fiscal year (July 1 to June 30) that this Agreement is in effect and shall be distributed by TJPA to all Agreement signatories by July 30 of each year until FTA and the SHPO through consultation determine that the requirements of Stipulations II. – IV., inclusive, of this Agreement have been satisfactorily completed. The annual report will describe progress made implementing the terms of this Agreement, include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the efforts to carry out the terms of this Agreement. FTA will arrange a meeting with the Signatories within 60 days after the submission of the annual report to discuss the on-going implementation of this Agreement.

AND,

2. Amend Stipulation IV.D so it reads as follows:

D. Discoveries and Unanticipated Effects

TJPA shall provide immediate notification to FTA, SHPO, and any Native American Tribe that might attach religious or cultural significance to the affected property, of cultural deposits that are discovered within the APE during ground-disturbing activities associated with the Undertaking. In the event of a discovery, all construction related activities will be temporarily halted within fifty (50) feet of the discovery, and the TJPA will take steps to ensure that the area of the discovery is protected and secured from further disturbance or public view. The FTA will notify SHPO and affected Native American Tribes in accordance with the procedures outlined in 36 CFR 800.13(b).


AND,

3. Amend Stipulation VIII.B so it reads as follows:

The terms of this Agreement shall be satisfactorily fulfilled within 10 years following the date of execution of this amendment by the SHPO. If FTA determines that this requirement cannot be met, the parties to this Agreement and any consulting Native American Tribe will consult to reconsider its terms. Reconsideration may include continuation of the Agreement as originally executed, amendment or termination. In the event of termination, FTA will comply with Stipulation VII.D if it determines that the Undertaking will proceed notwithstanding termination of this Agreement.

SIGNATORY PARTIES:

FEDERAL TRANSIT ADMINISTRATION

BY: 
Title: DEPUTY REGIONAL ADMINISTRATOR

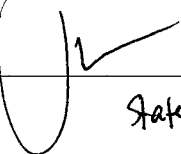
DATE: 2/21/2016

FEDERAL RAILROAD ADMINISTRATION

BY: See Next Page
Title: _____

DATE: _____

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: 
Title: State Historic Preservation Officer

DATE: 23 June 2016

INVITED SIGNATORY:

TRANSBAY JOINT POWERS AUTHORITY

BY: 
Title: Interim Executive Director

DATE: 6/21/2016

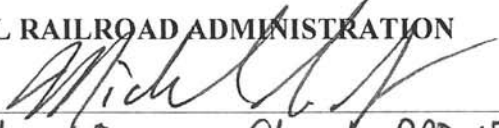
SIGNATORY PARTIES:

FEDERAL TRANSIT ADMINISTRATION

BY: _____
Title: _____

DATE: _____

FEDERAL RAILROAD ADMINISTRATION

BY: 
Title: Acting Division Chief, RPD-13

DATE: 6/23/2016

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: _____
Title: _____

DATE: _____

INVITED SIGNATORY:

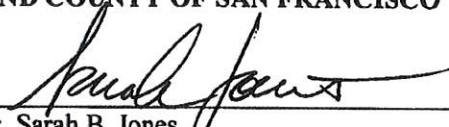
TRANSBAY JOINT POWERS AUTHORITY

BY: _____
Title: _____

DATE: _____

CONCURRING PARTIES:

CITY AND COUNTY OF SAN FRANCISCO

BY: 
Title: Sarah B. Jones
Director of Environmental Planning, City and County of San Francisco

DATE: June 29, 2016

PENINSULA CORRIDOR JOINT POWERS BOARD

BY: 
Title: Jim Harnett
CEO and General Manager

DATE: 7/5/2016

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY: 
Title: Bijan Sartipi
Director, District 4

DATE: 8/19/16