

File No. 171017

Committee Item No. 1

Board Item No. 22

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Rules Committee

Date October 18, 2017

Board of Supervisors Meeting

Date OCTOBER 24, 2017

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Memorandum of Understanding (MOU) |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 - Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 700 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vacancy Notice |
| <input type="checkbox"/> | <input type="checkbox"/> | Information Sheet |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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|-------------------------------------|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>TJPA Resolution No. 17-003</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CAHSRA Resolution No. 17-11</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>BOS Resolution No. 104-01</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Alisa Somera Date October 13, 2017

Completed by: V Young Date 10/19/17

1 [Transbay Joint Powers Authority - Authorizing the Addition of the California High Speed Rail
2 Authority as a New Member]

3 **Resolution concurring with the recommendation of the Transbay Joint Powers**
4 **Authority ("TJPA") to add the California High Speed Rail Authority ("CHSRA") as a New**
5 **Member of the TJPA Board of Directors; authorizing the Mayor, or his/her designee, to**
6 **execute an amendment to the TJPA Joint Powers Agreement and Bylaws to add the**
7 **CHSRA as a new TJPA Board Member; and authorizing the Board of Supervisors to**
8 **appoint one additional Director and one additional Alternate Director to serve on the**
9 **Board of Directors of the TJPA.**

10
11 WHEREAS, In 2001, the City and County of San Francisco ("City"), the Alameda-
12 Contra Costa Transit District ("AC Transit"), and the Peninsula Corridor Joint Powers Board
13 ("Caltrain") created the Transbay Joint Powers Authority ("TJPA") to design, build, and
14 operate the Transbay Transit Center Program (Transbay Program); and

15 WHEREAS, The Transbay Program is being developed in two phases, with the first
16 phase being the construction of the Transit Center for bus operations, and the second phase
17 being the development of the downtown extension (DTX) of Caltrain and eventually California
18 High Speed Rail to the Transit Center; and

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

24 WHEREAS, Section 16 of the Joint Powers Agreement and Article IV of the TJPA
25 Bylaws contemplate that New Members may be added to the TJPA; the concurrence of the

1 existing Members of the TJPA is required to invite a public agency to become a New Member
2 of the TJPA; and

3 WHEREAS, The California High Speed Rail Authority ("CHSRA") is a major
4 stakeholder in the development and operation of phase two of the Transbay Program, and
5 inviting CHSRA to join the TJPA as a New Member may facilitate the support that is critical to
6 successful completion of phase two; and

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

10 WHEREAS, On June 14, 2017, the CHSRA Board of Directors adopted Resolution No.
11 HSRA 17-11, accepting the invitation to become a Member of the TJPA; now, therefore, be it

12 RESOLVED, That the Board of Supervisors concurs with the recommendation of the
13 TJPA to add the California High Speed Rail Authority as a New Member of the Transbay Joint
14 Powers Authority and authorizes the Mayor, or his/her designee, to execute an amendment to
15 the TJPA Joint Powers Agreement and Bylaws on behalf of the City and County of San
16 Francisco to add the California High Speed Rail Authority as a New Member; and be it;

17 FURTHER RESOLVED, That the Board of Supervisors shall appoint one additional
18 director and one additional alternate director for the City to serve on the Board of Directors of
19 the TJPA.

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JOINT POWERS AGREEMENT

creating the

TRANSBAY JOINT POWERS AUTHORITY

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") and 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") and the Peninsula Corridor Joint Powers Board-Caltrain, 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") all of which entities shall be referred to herein collectively as the "Members," hereby enter into this Joint Powers Agreement (this "Agreement") creating the Transbay Joint Powers Authority (the "Authority"). All Members are public entities organized and operating under the laws of the State of California and each is a public agency as defined in Section 6500 of the Government Code of the State of California.

Recitals

- A. The State of California Department of Transportation currently operates and manages a bus transportation terminal in the City commonly known as the Transbay Terminal (the "Old Transbay Terminal") located on the site described in Exhibit A (the "Site").
- B. The Members recognize that the Old Transbay Terminal is underutilized and blighted, and can be developed to provide for regional, seamless, intermodal transit connections.
- C. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California the Members may jointly exercise any power common to them.
- D. The Members desire to jointly participate in the construction, development and operation of a new regional transit hub and related structures and ramps which will provide expanded bus and rail service and direct access to transit located in a new terminal building on the Site and/or property adjacent to the Site including bus storage/staging facilities in the vicinity of the Site, together with all necessary and essential ramps for access to and from the San Francisco-Oakland Bay Bridge from the new terminal building and to and from the bus storage/staging facilities, as well as a temporary bus facility with access to and from the San Francisco-Oakland Bay Bridge, all of which is more efficient and convenient for buses, trains, and the passengers using those systems.
- E. The Members intend to develop and construct a new transportation terminal on the Site, direct access ramps, links to regional transportation systems which includes the downtown extension of Caltrain from 4th and Townsend Streets to the new transportation terminal, a temporary terminal for use during construction of the new terminal, bus storage, and other facilities needed to develop the Site and/or property adjacent to the Site to its highest and best use.
- F. The Members intend to operate and manage the new transit terminal and related facilities (including but not limited to necessary bus storage/staging facilities and connecting ramps)

upon their completion.

- G. The governing board of each Member has determined that it is in such Member's best interest and in the public interest that this Agreement be executed and that it participate as a Member of the Authority.

Agreement

1. Formation of the Authority. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the "Law"), the Members hereby create a separate joint exercise of powers agency which is named the Transbay Joint Powers Authority.
2. Parties to Agreement. Each Member certifies that it intends to, and does, contract with every Member that is a signatory to this Agreement and, in addition, with such other entities as may later be added as Members pursuant to Section 16 of this Agreement. Each Member also certifies that the deletion of any Member from this Agreement does not affect this Agreement nor each remaining Member's intent to contract with the other Members then remaining.
3. Purpose. Subject to compliance with all relevant environmental review and regulations, including the California Environmental Quality Act ("CEQA") and, if applicable, the National Environmental Policy Act ("NEPA"), the Authority will develop, design, construct, renovate, rehabilitate, improve, operate, manage and maintain a new regional transit terminal, which shall include the removal of existing structures, which will provide expanded bus and rail service (including the design and construction of the downtown extension of Caltrain from 4th and Townsend Streets to the new regional transit terminal), and direct access to transit on the Site and/or property adjacent to the Site.
4. Limitation. Except as otherwise authorized or permitted by the Law and for purposes of, and to the extent required by Section 6509 of the Government Code of the State of California, the Authority is subject to the restrictions upon the manner of exercising the powers of the City as specified in the Bylaws.
5. Powers. The Authority is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, each of the following:
 - (a) Make and enter into contracts;
 - (b) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member except as separately agreed to by a Member;
 - (c) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means;
 - (d) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
 - (e) Apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or the State of California;
 - (f) Sue and be sued in its own name;
 - (g) Employ agents and employees;

- (h) Lease real or personal property as lessee and as lessor;
- (i) Receive, collect, invest and disburse moneys;
- (j) Execute and deliver certificates of participation, issue revenue bonds and issue other forms and evidences of indebtedness, as provided by law;
- (k) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- (l) Assign, delegate or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator for the Authority;
- (m) Charge and apportion to local agencies (with the exception of the Members) that benefit from its services the administrative costs and expenses incurred in the exercise of the powers authorized in this Agreement; and
- (n) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.
- (o) Enter into and approve agreements and leases with the District to ensure that the design, construction and operation of a new transportation terminal meet specific performance criteria designed to maximize the usefulness of the facility for transit operations and pedestrian circulation without increases in facility rental costs.

These powers will be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

6. Appointment of an Administrator

- (a) The City and County of San Francisco is hereby appointed by the Members as the administrator (the "Administrator") to execute the provisions of this Agreement and implement programs undertaken by the Authority. The Members acknowledge that this designation may cause potential conflicts of interest to arise and waive any liability on the part of the City and County of San Francisco arising out of any such conflict of interest.
- (b) Subject to Section 7 of this Agreement, the Authority will compensate the City and County of San Francisco for services rendered.
- (c) If the City and County of San Francisco ceases to serve as the Administrator, the Board may appoint a successor entity, agency, person, firm or corporation, including a nonprofit corporation, to serve as the Administrator to execute the provisions of this Agreement and implement programs undertaken by the Authority.

7. Capitalization of the Authority. Capitalization of the Authority which shall include but not be limited to all costs incurred and associated with the design, planning, construction, operation and maintenance of a new regional transit terminal and related facilities and structures (including the design and construction of the downtown extension of Caltrain from 4th and Townsend Streets to the new regional transit terminal) pursuant to this Agreement shall be derived exclusively from external funding sources. The Authority shall receive an initial aggregate amount of \$9.375 million from federal funding sources; thereafter, the Authority shall receive such other funding as it becomes available. The

Members of the Authority shall not be responsible for any costs incurred by the Authority in fulfillment of its purposes pursuant to this Agreement and/or the Bylaws.

8. Board of Directors.

- (a) Directors and Alternates. The City shall initially appoint three (3) directors, and the District and the JPB 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 added after the formation of the Authority may appoint additional directors and alternate directors in accordance with Section 16 of this Agreement.
- (b) Compensation. Directors and alternate directors are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by directors or alternate directors.
- (c) Delegation of Powers. The Board may, pursuant to Section 9, delegate certain powers to committees but may not delegate the power to dismiss the Administrator, or amend the Bylaws.

9. Committees. The Board may create committees as set forth in the Bylaws. All directors are eligible for appointment to one or more committees.

10. Officers and Employees.

- (a) The officers of the Authority are the Chair, Vice-Chair, Executive Director, Chief Financial Officer, Secretary and Legal Counsel.
- (b) The Chair and Vice-Chair are directors elected by the Board at its first meeting. The initial term of the Chair and Vice-Chair shall run from the date of their election to office until June 30, 2002. Thereafter, the term of office for the Chair and Vice-Chair is one (1) year. The Executive Director, Secretary, Chief Financial Officer and Legal Counsel serve as set forth in the Bylaws. The duties of the officers are described in the Bylaws. The Chair and Vice Chair assume their office upon election. The Executive Director, Chief Financial Officer, Secretary and Legal Counsel assume the duties of their offices upon appointment by the Board. If either the Chair or Vice-Chair ceases to be a director, the resulting vacancy will be filled at the next meeting of the Board.
- (c) The Chair and Vice-Chair are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by officers.
- (d) The Board may create such other offices and appoint individuals to such offices as it considers either necessary or convenient to carry out the purposes of this Agreement.

11. Limitation on Liability of Members for Debts and Obligations of the Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. Notwithstanding any other provision of this Agreement, no fee, assessment or charge may be levied against a current Member without express consent of the Member.

12. Fiscal Year. The first fiscal year of the Authority is the period from the date of this Agreement through June 30, 2001. Each subsequent fiscal year of the Authority begins on July 1 and ends on June 30.
13. Budget. The Board may adopt, at its sole discretion, an annual or multi-year budget before the beginning of a fiscal year.
14. Annual Audits and Audit Reports. The Chief Financial Officer will cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit will be filed as a public record with each Member. The audit will be filed no later than required by State law. The Authority will pay the cost of the financial audit in the same manner as other administrative costs.
15. Establishment and Administration of Funds.
 - (a) The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the Government Code of the State of California.
 - (b) The funds will be accounted for on a full accrual basis.
 - (c) The Chief Financial Officer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law. The Chief Financial Officer will procure a fidelity bond in accordance with the Bylaws.
16. New Members. For the purpose of this Section only, all Members admitted after the formation of the Authority are New Members.
 - (a) A public entity may be admitted as a New Member only upon concurrence of the Members evidenced by an amendment to this Agreement and upon complying with all other requirements established by the Board and the Bylaws.
 - (b) Each applicant for membership as a New Member must pay all fees and expenses, if any, set by the Board.
 - (c) For each New Member admitted, the City shall appoint one (1) additional director and one (1) additional alternate director to serve on the Board of the Authority.
17. Ex-Officio Members. Public entities may be invited to serve as ex-officio Members of the Authority as provided in the Bylaws.
18. Withdrawal. Members may withdraw in accordance with conditions set forth in the Bylaws provided that no Member may withdraw if such withdrawal would adversely affect any bonds, liabilities or other forms of indebtedness issued by the Authority.
19. Indemnification. The Authority shall acquire such insurance protection as it deems necessary to protect the interests of the Authority, the Members to this Agreement and the public. The Authority shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken

pursuant to this Agreement.

20. Expulsion/Suspension. The Authority may expel or suspend a Member by a two-thirds (2/3) vote of the Board for an event of default of this Agreement or the Bylaws as determined by the Board. The procedures for hearing and notice of expulsion and suspension of a Member are as provided in the Bylaws.
21. Termination and Distribution.
- (a) This Agreement shall continue until terminated. However, it may not be terminated until such time as all principal of and interest on any bonds, liabilities or other forms of indebtedness of the Authority are paid in full. Thereafter, this Agreement may be terminated by the written consent of two-thirds (2/3) of the Members; provided, however, that this Agreement and the Authority continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of the Authority.
- (b) After completion of the Authority's purposes, any surplus money on deposit in any fund or account of the Authority will be disbursed as provided in the Bylaws. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority.
22. Adoption of City and County of San Francisco Contracting Provisions. The Authority hereby adopts the provisions of the Municipal Code of the City and County of San Francisco Chapters 12B, 12C and 12D of the San Francisco Administrative Code, as amended, and as set forth below.
- (a) Public Contracting Provisions. The Authority shall comply with all restrictions and requirements prohibiting discrimination of any kind in employment and contracting under the San Francisco Administrative Code, Chapters 12B, 12C and 12D, as amended from time to time, which is hereby incorporated by reference as if fully set forth herein. The Authority shall be only responsible for the administration of such requirements. Unless otherwise provided by a resolution of the Board of the Authority, prevailing wages shall be paid for the construction and operation of the transit terminal and related facilities.
23. Notices. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's director to their respective addresses as follows:

City: City and County of San Francisco
Mayor's Office of Economic Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Attn: Director

District: Alameda-Contra Costa Transit District,
1600 Franklin Street
Oakland, CA 94612
Attn: General Manager

JPB:

Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Executive Director

24. Prohibition Against Assignment. No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of the Authority. However, nothing in this Section prevents the Authority from assigning any interest or right it may have under this Agreement to a third party.
25. Amendments. This Agreement may be amended at any time by the written agreement of the Members.
26. Severability. If any portion, term, condition or provision of this Agreement 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.
27. Liability of the Authority. Subject to limitations thereon contained in any trust agreement or other documents pursuant to which financing of the Authority are implemented, funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, any Member, any director or alternate, and any employee or officer of the Authority for their actions taken within the scope of their duties while acting on behalf of the Authority.
28. Environmental Compliance. Execution of this Agreement does not substitute for any required review process nor guarantee approval of a new transportation terminal, ramps, landscape and other related facilities. Design and development of a transportation terminal, ramps, landscape and other related facilities will be considered through the local land use permitting process, which requires environmental review in accordance with CEQA and, if applicable, NEPA.
29. Ralph M. Brown Act. All meetings of the Board of the Authority, including, without limitation, regular, adjourned regular, special and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).
30. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
31. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.
32. Effective Date. This Agreement becomes effective and the Authority exists as a separate public entity upon its execution by the Members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Date: April 4, 2001

CITY AND COUNTY OF SAN FRANCISCO

By: 

Name: Willie L. Brown, Jr.

Title: Mayor

APPROVED AS TO FORM:

LOUISE H. RENNE

City Attorney

By: 

Deputy City Attorney

Date: April 4, 2001

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

By: 

Name: Matthew Williams

Title: President

APPROVED AS TO FORM:

By: 

Kenneth C. Scheidig

General Counsel

Date: April 4, 2001

PENINSULA CORRIDOR JOINT POWERS BOARD--CALTRAIN

By: 

Name: Michael Burns

Title: Chair

APPROVED AS TO FORM:

By: 

Name: David Miller

Title: General Counsel

EXHIBIT A

SITE

The land referred to herein is situated in the State of California, in the City and County of San Francisco and is described as follows:

Block 3721, Lot 006; Block 3720, Lot 001; Block 3719, Lot 003.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. 17-003

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California to design, build and operate the Transbay Transit Center Program (Transbay Program); and

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

WHEREAS, The Transbay Program is at somewhat of a transition point, with the first phase nearing completion. The TJPA 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 requirements for the system; and

WHEREAS, The TJPA is a joint powers agency established in 2001 by a Joint Powers Agreement of the City and County of San Francisco ("City"), the Alameda-Contra Costa Transit District ("AC Transit"), and the Peninsula Corridor Joint Powers Board ("Caltrain"), each of which is a Member of the TJPA; and

WHEREAS, The Joint Powers Agreement at Section 16 and the TJPA Bylaws at Article IV contemplate that New Members may be added to the TJPA. The concurrence of the existing Members of the TJPA is required to invite a public agency to become a New Member of the TJPA; and

WHEREAS, CHSR is a major stakeholder in the development and operation of phase two of the Transbay Program, and inviting CHSR to join the TJPA as a New Member may facilitate the consensus support that is critical to successful completion of phase two; now, therefore, be it

RESOLVED, That the TJPA Board of Directors (1) agrees that the Directors will work with their respective Member agencies to put forth for approval legislation concurring with the addition of CHSR to the TJPA, and (2) directs the Executive Director to invite CHSR to join the TJPA conditioned on concurrence of the Member agencies, amendment to the JPA and Bylaws by the TJPA Board, and all other requirements of law.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of January 12, 2017.


Secretary, Transbay Joint Powers Authority



CALIFORNIA High-Speed Rail Authority

Resolution #HSRA 17-11

Appointment of a Designee to the Transbay Joint Powers Authority

Whereas, in 2001, the City and County of San Francisco, the Alameda-Contra Costa Transit District and the Peninsula Corridor Joint Powers Board (Caltrain) created the Transbay Joint Powers Authority (TJPA) to design, build, operate and maintain the new Transbay Transit Center and associated facilities in downtown San Francisco;

Whereas, the project will replace the former Transbay Terminal in San Francisco with a modern regional transit hub connecting eight Bay Area counties and the State of California through 11 transit systems: AC Transit, BART, Caltrain, Golden Gate Transit, Greyhound, Muni, SamTrans, WestCAT Lynx, Amtrak, Paratransit and California High-Speed Rail;

Whereas, if approved by the TJPA Board, the governing board of a public entity may join the TJPA by adopting a resolution that: (1) approves entry into the TJPA; (2) designates a director; (3) authorizes the execution of the TJPA Joint Powers Agreement; and, (4) acknowledges the TJPA Bylaws;

Whereas, the TJPA Board unanimously passed a resolution directing the TJPA Executive Director to invite the California High-Speed Rail Authority (Authority) to join the TJPA conditioned on concurrence of the member agencies, amendment to the Joint Powers Agreement and Bylaws by the TJPA Board, and all requirements of law and,

Whereas, joining the TJPA would allow the Authority the opportunity to participate in decisions regarding the Transbay Transit Center, the San Francisco terminus of the high-speed rail system pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century.

Therefore, it is resolved:

The Board accepts the TJPA Board's invitation to become a member of the TJPA and: (1) approves entry into the TJPA; (2) delegates authority to the CEO to designate a director to serve on the TJPA Board; (3) authorizes the Chief Executive Officer, or his designee, to execute the TJPA Joint Powers Agreement on behalf of the Authority; and, (4) acknowledges the TJPA Bylaws.

Vote: 7 – 0

Yes: Camacho; Curtin; Lowenthal; Paskett; Richard; Richards; Schenk

No: N/A

Absent: Rossi

Date: 06/14/2017

o000o

FILE NO. 010231

2/12/01

File Copy RESOLUTION NO.

104-01

Do Not Remove

1 [Transbay Terminal Joint Exercise of Powers Agency]

2
3 Resolution authorizing the City and County of San Francisco to form a joint powers
4 agency for the purpose of developing, designing, constructing and operating a new
5 intermodal transit facility on and adjacent to the site of the existing Transbay Terminal,
6 approving a form of the agreement creating the joint exercise of powers agency, urging
7 the Bay Area Toll Authority to allocate funds to the development project, and urging
8 the State Legislature to appropriate funds and transfer real property to support
9 development of the new transit facility.

10
11 WHEREAS, The "Transit First Policy" in Section 16.102 of the Charter of the City and
12 County of San Francisco ("City") declares that the City shall promote the use of regional mass
13 transit and the continued development of an integrated, reliable, regional transportation
14 system; and

15 WHEREAS, On November 2, 1999, the voters of the City adopted Proposition H, which
16 declares that the Caltrain commuter rail line shall be extended downtown to a regional
17 intermodal transit station (the "Caltrain Extension"); and;

18 WHEREAS, Proposition H declares that a new or rebuilt terminal shall be constructed
19 on the present site of the Transbay Terminal to serve Caltrain, regional and intercity bus lines,
20 the Municipal Transit Agency ("MUNI" or "MUNI Metro"); and high speed rail, with convenient
21 connections to Bay Area Rapid Transit ("BART") and MUNI Metro; and;

22 WHEREAS, Proposition H acknowledges that a world-class transit station connecting
23 Caltrain, MUNI, and intercity bus lines such as the Alameda-Contra Costa Transit District ("AC
24 Transit") with high-speed rail, located within easy walking distance of downtown, and with
25

MAYOR WILLIE L. BROWN, Jr., SUPERVISOR TOM AMMIANO, LENO, PESKIN
BOARD OF SUPERVISORS

1 direct connections to BART and MUNI Metro would help the City maintain San Francisco's
2 role as the economic and cultural center of Northern California; and,

3 WHEREAS, Proposition H declares that City officers and agencies shall take all
4 appropriate actions to generate the revenue necessary to finance the Caltrain Extension to
5 downtown and transit facility construction; and,

6 WHEREAS, After two years of work by the thirty member Transbay Panel, under the
7 leadership of the Metropolitan Transportation Commission, the City of San Francisco, AC
8 Transit, Caltrans and the Peninsula Corridor Joint Powers Board-Caltrain (the "JPB"), an
9 informed, transit-based, site-appropriate conceptual design has been proposed for
10 construction of a new Transbay Terminal (the "Terminal Plan"); and,

11 WHEREAS, The Terminal Plan proposal was approved by the Executive Committee of
12 the Transbay Panel with multi-agency constituent support, including transit districts such as
13 BART and the Golden Gate Bridge, Highway and Transportation District, other transit and bus
14 operators, and various City departments; and,

15 WHEREAS, In September, 2000, the Bay Area Toll Authority ("BATA") formally
16 approved the Terminal Plan;

17 WHEREAS, In December of 1994, this Board of Supervisors designated a Transbay
18 Redevelopment Survey Area which includes blighted areas such as the seismically-damaged
19 Transbay Terminal and ramp structures, and also includes land left vacant due to demolition
20 of the Terminal Separator Structure and Embarcadero Freeway after the 1989 Loma Prieta
21 earthquake; and,

22 WHEREAS, Redevelopment of the Transbay Terminal site and surrounding areas will
23 alleviate current blight conditions and provide opportunities for new housing and businesses in
24 a transit-oriented neighborhood, and will provide a world-class transit gateway into the
25 downtown area and outward to the entire San Francisco Bay area; and,

MAYOR WILLIE L. BROWN, Jr., SUPERVISOR TOM AMMIANO
BOARD OF SUPERVISORS

1 WHEREAS, Redevelopment of the area surrounding the Transbay Terminal requires
2 that the State of California transfer several State-owned parcels of land within the Survey
3 Area to the City and County of San Francisco or to the San Francisco Redevelopment
4 Agency; and,

5 WHEREAS, The existing Transbay Terminal serves as a vital link in meeting
6 transportation needs of commuters between the East Bay and the City, and Caltrans intends
7 to demolish a portion of the eastern ramp from the Bay Bridge into the Terminal in order to
8 construct a temporary Fremont Street automobile ramp, and such demolition will cause the
9 addition of 800 buses each day to City Streets; and,

10 WHEREAS, The Terminal Plan includes temporary restoration of the eastern ramp to
11 provide efficient bus access to the existing Terminal, and direct access to a temporary
12 terminal during construction of the new Terminal Plan facility; and,

13 WHEREAS, The temporary restoration or reconstruction of ramp structures is critical to
14 implementation of the Terminal Plan, and necessary to minimize impacts on commuters and
15 City streets; and,

16 WHEREAS, Construction of a new transit terminal and the associated Caltrain
17 Extension are a single project and should be jointly funded; and,

18 WHEREAS, In March, 2001, consultant contracts funded by BATA for work on the
19 Terminal Plan will terminate and further design and engineering work on the Terminal Plan will
20 cease, unless an entity is formed and funded to manage additional development and continue
21 the momentum achieved by the Transbay Panel to reach the collective goal of
22 groundbreaking in 2003 and of hosting the grand opening of the Terminal in 2007; and,

23 WHEREAS, The Caltrain Extension should be developed concurrently with the
24 Terminal Plan and the projects should be managed by a single entity; and,

25
MAYOR WILLIE L. BROWN, Jr., SUPERVISOR TOM AMMIANO
BOARD OF SUPERVISORS

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1 WHEREAS, The City, acting through the Mayor's Office of Economic Development,
2 proposes the formation of a joint exercise of powers agency ("JPA") with the City, AC Transit,
3 and the JPB as members, to develop, design, construct, and operate a new transit terminal
4 and related facilities on and adjacent to the existing Transbay Terminal site, and the proposed
5 JPA shall have authority to issue bonds and other evidences of indebtedness to help finance
6 such purposes; and,

7 WHEREAS, In order to form a JPA, the City must enter into a joint exercise of powers
8 agreement; and,

9 WHEREAS, The proposed JPA should be governed by a five-member board of
10 directors, with one member appointed by the JPB, one member appointed by AC Transit, one
11 member appointed by the Mayor of the City and County of San Francisco, one member
12 appointed by the Municipal Transportation Agency Board of Directors subject to affirmative
13 confirmation by the Board of Supervisors, and one member of the San Francisco Board of
14 Supervisors appointed by the Board of Supervisors; and

15 WHEREAS, The Board of Supervisors hereby ratifies all prior actions taken by City
16 staff to form the proposed JPA; and

17 WHEREAS, The proposed Terminal Plan and the Caltrain Extension will involve
18 continued public input into transit facility design and construction through public hearings and
19 public comment before both local and regional agencies for review under the California
20 Environmental Quality Act and other laws; now, therefore, be it

21 RESOLVED, That the Board hereby finds and declares the above recitals are true and
22 correct; and, be it

23 FURTHER RESOLVED, That it shall be the official policy of the City and County of San
24 Francisco to coordinate and commit its resources in support of the planning and
25

MAYOR WILLIE L. BROWN, Jr., SUPERVISOR TOM AMMIANO
BOARD OF SUPERVISORS

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1 redevelopment efforts required to implement the proposed Terminal Plan and Caltrain
2 Extension for a world-class intermodal transit facility; and, be it

3 FURTHER RESOLVED, That pursuant to Section 6502 of the Government Code the
4 Board of Supervisors hereby authorizes the City and County of San Francisco to form a joint
5 exercise of powers agency and to execute a joint exercise of powers agreement, a form of
6 which is on file with the Clerk of the Board of Supervisors in File No. ⁰¹⁰²³¹, which is hereby
7 declared to be a part of this resolution as if set forth fully herein with such changes, additions
8 and modifications as the Mayor may make or approve upon consultation with the City Attorney
9 and the Executive Director of the San Francisco County Transportation Authority, the Mayor's
10 approval to be conclusively evidenced by the execution and delivery by the Mayor of the joint
11 exercise of powers agreement; and, be it

12 FURTHER RESOLVED, That the California legislature is urged to enact legislation
13 requested by the City to provide necessary state-owned real property, funding, and other
14 measures necessary to support development of the proposed Terminal Plan and Caltrain
15 Extension to fulfill the transit and transportation needs of the City and the San Francisco Bay
16 Area for the next century; and, be it

17 FURTHER RESOLVED, That BATA is urged to allocate monies from existing seismic
18 surcharge revenues to the JPA immediately upon formation, in sufficient and reasonable
19 amounts to fund JPA operations and contracts for the Terminal Plan and Caltrain Extension
20 until such time as other funds become available, so that members of the proposed JPA will
21 not be responsible for any costs; and, be it

22 FURTHER RESOLVED, That consistent with the Transit First Policy of the Charter of
23 the City and County of San Francisco, the Board of Supervisors hereby urges the JPA
24 Directors to approve agreements and leases with AC Transit to ensure that design,
25 construction, and operation of the new Transbay Terminal meet specific performance criteria

1 designed to maximize the usefulness of the facility for transit operations and pedestrian
2 circulation without increases in facility rental costs; and, be it

3 . FURTHER RESOLVED, That Caltrans is urged to temporarily replace any portions of
4 the eastern Transbay Terminal ramp demolished in conjunction with work on the Fremont
5 Street ramp until such time as the Terminal Plan facility becomes operational, and to construct
6 and/or reconstruct portions of the western ramp as necessary to provide for efficient operation
7 of transit vehicles; and, be it

8 . FURTHER RESOLVED, That the Mayor and all officers of the City and their agents are
9 hereby authorized and urged, jointly and severally, to do any and all things and to execute
10 and deliver any and all certificates and other documents, in addition to the documents referred
11 to in this Resolution, which they or the City Attorney may deem necessary or advisable in
12 order to effectuate the purposes of this Resolution.

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MAYOR WILLIE L. BROWN, Jr., SUPERVISOR TOM AMMIANO
BOARD OF SUPERVISORS



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 010231

Date Passed:

Resolution authorizing the City and County of San Francisco to form a joint powers agency for the purpose of developing, designing, constructing and operating a new intermodal transit facility on and adjacent to the site of the existing Transbay Terminal, approving a form of the agreement creating the joint exercise of powers agency, urging the Bay Area Toll Authority to allocate funds to the development project, and urging the State Legislature to appropriate funds and transfer real property to support development of the new transit facility.

February 12, 2001 Board of Supervisors — SEVERED FROM FOR ADOPTION WITHOUT COMMITTEE REFERENCE AGENDA

February 12, 2001 Board of Supervisors — AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

Ayes: 9 - Ammiano, Daly, Gonzalez, Hall, Maxwell, McGoldrick, Leno, Peskin, Sandoval

Absent: 2 - Newsom, Yee

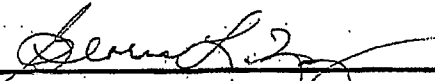
February 12, 2001 Board of Supervisors — ADOPTED AS AMENDED

Ayes: 9 - Ammiano, Daly, Gonzalez, Hall, Maxwell, McGoldrick, Leno, Peskin, Sandoval

Absent: 2 - Newsom, Yee

File No. 010231

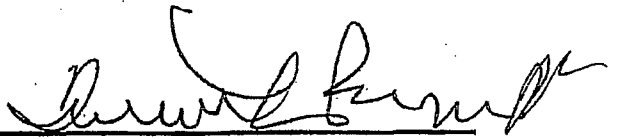
I hereby certify that the foregoing Resolution was ADOPTED AS AMENDED on February 12, 2001 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

FEB 16 2001

Date Approved



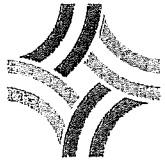
Mayor Willie L. Brown Jr.

File No. 010231

City and County of San Francisco
Tails Report

2

Printed at 11:41 AM on 2/13/01



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Cheryl Brinkman, *Chairman*
Malcolm Heinicke, *Vice-Chairman*
Gwyneth Borden, *Director*
Lee Hsu, *Director*

Joél Ramos, *Director*
Cristina Rubke, *Director*
Art Torres, *Director*

Edward D. Reiskin, *Director of Transportation*

June 26, 2017

The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102

Subject: *Adding the California High Speed Rail Authority as a New Member of the Transbay Joint Powers Authority*

Honorable Members of the Board of Supervisors:

The resolution being presented for your consideration concurs with the recommendation of the Transbay Joint Powers Authority (TJPA) to add the California High Speed Rail Authority (CHSRA) as a new member, and authorizes the Mayor of the City and County of San Francisco (City), or his/her designee, to execute an amendment to the TJPA Joint Powers Agreement and Bylaws to add CHSRA as a member. The Mayor will also have the authority to appoint one additional director and one additional alternate director to serve on the TJPA Board of Directors.

Background

The TJPA is a joint powers agency established in 2001 by agreement of the City, the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (Caltrain), each of which is a Member of the TJPA. The TJPA was created to design, build, and operate the Transbay Transit Center Program (Transbay Program). The San Francisco Board of Supervisors adopted File No. 010231 in February of 2001 authorizing the City and County of San Francisco to form the joint powers agency, and authorizing the Mayor to enter into a Joint Powers Agreement upon consultation with the City Attorney and the Executive Director of the San Francisco County Transportation Authority.

With the first phase of the Transbay Program – construction of the Transit Center for bus operations – expected to be substantially complete in late 2017, the TJPA is actively preparing for the operations of the facility.

The second phase of the Transbay Program is development of the downtown extension (DTX) for Caltrain and eventually California High Speed Rail (CHSR) to the Transit Center. Caltrain electrification is expected to be complete by 2021, and High Speed Rail is scheduled to reach the Peninsula by 2025. The TJPA’s preliminary engineering work for the DTX is underway. The DTX received federal and state environmental clearance in 2004, and the environmental review process for the latest design refinements are nearly complete.

311 Free language assistance / 免費語言協助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn phí / Assistance linguistique gratuite / 無料の言語支援 / 무료 언어 지원 / Libreng tulong para sa wikang Filipino / การช่วยเหลือทางดำนภาษาโดยไม่เสียค่าใช้จ่าย / خط المساعدة المجاني على الرقم

1 South Van Ness Avenue 7th Floor, San Francisco, CA 94103 415.701.4500 www.sfmta.com

Discussion

The Joint Powers Agreement contemplates that new members may be added to the TJPA. (JPA, Section 16; See also Bylaws, Article IV; See also Bylaws, Section 10.1). Any new member must be a “public agency” as defined in Section 6500 of the Government Code, which includes the State and any state department or agency.

With the first phase of the Transbay Program nearing completion, the Program is at a transition point. CHSR is a major stakeholder in the development and operation of Phase II. Inviting CHSR to join the TJPA as a new member will ensure that TJPA has the strategic leadership to develop federal, state, regional, and local consensus support for key aspects of Phase II such as DTX construction, and Caltrain and CHSR operations, and which may include project delivery methods, budget, funding, financing, and stakeholder/operator requirements for the system.

Key steps to adding a new member to the TJPA:

- 1) Concurrence of the Existing Members of the TJPA: Concurrence of the existing Members is required to invite a public agency to become a New Member of the TJPA. (JPA, Section 16(a)). The Joint Powers Agreement and Bylaws do not specify how a Member indicates its concurrence with the invitation. It would seem most prudent, however, for each Member’s governing body to take legislative action approving the invitation and authorizing its representative(s) to the TJPA’s Board of Directors to approve an appropriate amendment to the Joint Powers Agreement and Bylaws, and make such other approvals as may be necessary to complete the addition of the New Member to the TJPA.
- 2) Legislative Action by the New Member: Legislative action by the governing body of the public agency that would join the TJPA is required, approving entry into the TJPA, designating a director to the TJPA Board, authorizing the execution of the Joint Powers Agreement, acknowledging the TJPA Bylaws, and making certain findings as contemplated by the Joint Powers Agreement. (Bylaws, Section 10.1).
- 3) Legislative Action by the TJPA: Legislative action by the existing TJPA Board is required, approving an amendment to the Joint Powers Agreement to recognize the New Member, increase the number of total directors, adopting any conditions on membership, and making appropriate amendments to the Bylaws. (JPA, Section 16(a)). Notice of amendment to the Joint Powers Agreement must be provided to the State. (Government Code, Section 6503.5).
- 4) Compliance with Any Conditions to Joining by the New Member: Payment of any fees or expenses set by the TJPA Board as a condition of a New Member’s invitation to the join the TJPA and completion of any other requirements established by the Board. (JPA, Section 16(a) and 16(b); Bylaws, Section 10.1)). Note that the existing Members did not pay any fees or expenses at the time they formed the TJPA, and staff is not aware of any fees or expenses that may be appropriate to impose on a New Member here.

Key practical effects related to the Board of Directors:

- 1) Total Number of Directors: Currently there are five voting directors on the TJPA Board. The Joint Powers Agreement provides that for each New Member admitted to the TJPA, the City shall appoint one additional director to serve on the Board. (JPA, Section 16(c)). Thus, adding a New Member to the TJPA would result in an increase in the total number of directors from five to seven -- one new director appointed by the New Member and one new director appointed by the City.
- 2) Quorum: Seventy percent of the total number of authorized directors constitutes a quorum for the transaction of business by the TJPA Board. (Bylaws, Section 7.5). Currently, a quorum of the TJPA Board is four out of five directors. If the number of directors is increased to seven, five directors would be required to constitute a quorum. This is described in the table below.
- 3) Majority Vote: Except for specific acts that require a 2/3 vote under the Bylaws or the Joint Powers Agreement, a majority vote of the directors present at a meeting are required to take action. (Bylaws, Section 7.5). Currently, a majority vote of the TJPA Board is three votes whether four or five directors are present, and a supermajority is 4 directors. If the number of directors is increased to seven, a majority vote would be three if five members are present and four if either six or seven members are present, and a supermajority would be five members. This is described in the table below.

Recommendation

SFMTA recommends that the San Francisco Board of Supervisors adopt the resolution concurring with the TJPA's recommendation to add the California High Speed Rail Authority as a New Member, and authorize the Mayor of the City and County of San Francisco, or his/her designee, to execute an amendment to the TJPA Joint Powers Agreement and Bylaws to add CHSRA as a member as well as authorizing the Mayor to appoint one additional director and one additional alternate director to serve on the Board of Directors of the TJPA.

Thank you for your consideration of this resolution. Should you have any questions or require more information, please do not hesitate to contact me at any time.

Sincerely,



Edward D. Reiskin
Director of Transportation

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

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SAN FRANCISCO

2017 SEP 19 PM 12:54

BY EB Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Jane Kim

Subject:

Transbay Joint Powers Authority – Authorizing the Addition of the California High Speed Rail Authority as a New Member

The text is listed:

Attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only