

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRANSBAY JOINT POWERS  
AUTHORITY AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

This Amendment is made this 9<sup>th</sup> day of August, 2010, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

**RECITALS**

WHEREAS, SFMTA and TJPA have entered into the Agreement (as defined below); and

WHEREAS, SFMTA and TJPA desire to amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, TJPA and the SFMTA agree as follows:

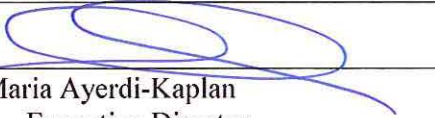
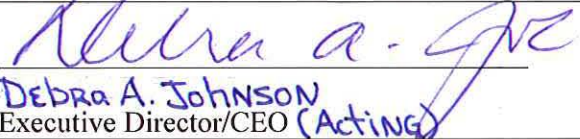
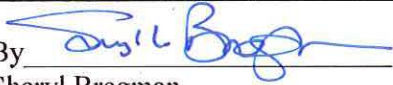
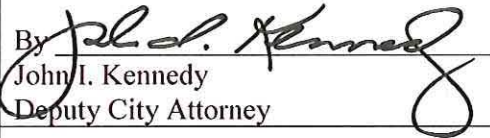
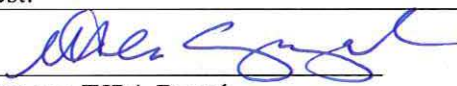
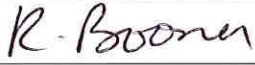
1. Definitions. The following definitions shall apply to this Amendment:
  - a. Agreement. The term "Agreement" shall mean the Intergovernmental Agreement Between The Transbay Joint Powers Authority And The San Francisco Municipal Transportation Agency, dated July 21, 2009.
  - b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. Modifications to the Agreement. The Agreement is hereby modified as follows:
  - a. Section I, "Scope of Services" shall include SFMTA Parking Control Officer services for the operations of the Temporary Transbay Terminal during key commute hours.

Specifically, the required work to be performed by the SFMTA through its Sustainable Streets Division ("SSD") under this Amendment is set forth below:

|             |                               |
|-------------|-------------------------------|
| Exhibit A-7 | Temporary Terminal Operations |
| Exhibit B-1 | SFMTA/SSD Wage Rates 2010     |
| Exhibit B-2 | SFMTA/MUNI Wage Rates 2009    |

Exhibits A-7, B-1 and B-2 are attached to this Amendment Agreement and incorporated by reference as though fully set forth herein.
  - b. Section II, "Contract Amount and Terms of Payment", the "Estimated Contract Amount" shall increase to an amount not to exceed \$3,280,677.
  - c. Section III, "Term; Termination", the "Term" shall extend the Agreement termination to December 15, 2015.
3. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

|  |   |
|--|---|
| <b>TRANSBAY JOINT POWERS AUTHORITY</b>   | <b>CITY AND COUNTY OF SAN FRANCISCO</b>   |
|  |   |
|  | <b>MUNICIPAL TRANSPORTATION AGENCY</b>  |
| <br>Maria Ayerdi-Kaplan<br>Executive Director | <br>DEBRA A. JOHNSON<br>Executive Director/CEO (Acting) |
| APPROVED AS TO FORM:   | APPROVED AS TO FORM:  |
| Dennis J. Herrera, City Attorney   | Dennis J. Herrera, City Attorney  |
| By <br>Sheryl Bregman<br>Deputy City Attorney | By <br>John I. Kennedy<br>Deputy City Attorney          |
| TJPA Board of Directors  | SFMTA Board of Directors  |
| Resolution No. <u>10-027</u>   | Resolution No. <u>10-146</u>  |
| Date: <u>July 15, 2010</u>   | Dated: <u>NOVEMBER 16, 2010</u>   |
| Attest:  | Attest:   |
| <br>Secretary, TJPA Board                   | <br>Secretary, SFMTA Board                            |