

**JOINT POWERS AGREEMENT  
PENINSULA CORRIDOR PROJECT PLANNING**

This Agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I (S 6500 et seq.) of the Government Code relating to the joint exercise of powers among the following parties:

The Santa Clara County Transit District, herein referred to as "SCCTD";

The City and County of San Francisco, herein referred to as "C of S.F."; and

The San Mateo County Transit District, herein referred to as "SamTrans".

This Agreement transitions the PENINSULA COMMUTE AD HOC JOINT POWERS BOARD into the PENINSULA CORRIDOR STUDY JOINT POWERS BOARD with the limited powers described as follows:

RECITALS

SCCTD, C of S.F., and SamTrans are each empowered by law to provide for the planning and development of transportation in said areas; and

The parties have determined that the purpose and objectives of planning and developing transportation facilities in said area will serve and be of benefit to the residents of the Counties which are parties to this agreement; and

The Metropolitan Transportation Commission has required that certain planning studies be completed in order to compete for funding needed to improve transit service in said area; and

The completion of planning and other studies is necessary for the planned upgrading of CalTrain service in the Peninsula Corridor;

Now, therefore, in order to facilitate the improvement of transit services in the Peninsula Corridor, the parties mutually agree as follows:

Section 1.        DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein specified.

"Agreement" means this Joint Powers Agreement as it now exists or as it may hereafter be amended.

"Project" means specific planning studies related to the Peninsula Commute Service, including, but not limited to, the interim upgrading of CalTrain, including work performed for and involved with the preparation of a Draft Environmental Impact Statement, and preparation for the acquisition of the full corridor right-of-way.

Section 2.           PURPOSE

The purpose of the Agreement is to establish an organization to be responsible for the development of the Project, as decided upon by the officials responsible for authorizing such implementation.

Section 3.           TERM

This Agreement shall be effective upon execution, and shall continue in full force and effect until one year after the completion of the Project or such other date as the parties mutually agree upon. In no event shall it be effective after January 1, 1989 unless expressly extended by the consent of all parties to this Agreement.

Section 4.           JOINT POWERS BOARD

There is hereby created the Joint Powers Board as a public entity separate and apart from C of S.F., SCCTD and SamTrans, or any current combination thereof. This new JPA shall be known as the Peninsula Corridor Study Joint Powers Board. The Board shall consist of nine (9) members representing the respective joint power agencies as follows:

a)   Representing SamTrans

- Member of SamTrans Board designated by Board
- Member of SamTrans Board appointed by San Mateo County Board of Supervisors
- Member of SamTrans Board appointed by the Cities Selection Committee of the Council of Mayors of San Mateo County

b)   Representing the Santa Clara County Transit District

- Member of District Board designated by Board
- An appointment of the Board of Supervisors of Santa Clara County
- The Metropolitan Transportation Commission appointee of the Cities Selection Committee of Santa Clara County

c) Representing the City and County of San Francisco

- An appointment of the Mayor
- An appointment of the Board of Supervisors
- An appointment of the Public Utilities Commission

Each member shall serve in his or her individual capacity, but at the pleasure of the party appointing him or her.

The Joint Powers Board shall review and approve a Master Work Plan to be prepared and submitted by the Project Manager, as provided below, and otherwise provide general direction for and monitor the progress of the Project.

Section 5. POWERS OF JOINT POWERS BOARD

The Joint Powers Board shall be the policy making body for the Project and shall have power to implement the Project.

The Joint Powers Board is hereby authorized, in its own name, to do all acts it deems necessary or convenient for the exercise of said power, including but not limited to any or all of the following:

To make and enter into contracts; to employ agents and employees; to incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of the State, C of S. F., SamTrans, County of SCCTD; and to sue and be sued in its own name.

Pursuant to Government Code Section 6509, the power of the Joint Powers Board is subject to the restrictions upon the manner of exercising the power of the San Mateo County Transit District.

The Joint Powers Board may apply for, receive, and utilize State, local, and Federal funding and funds from all other sources given to it for the purpose of accomplishing the Project.

This Joint Powers Board shall specifically not have the power to operate or cause to have operated any transportation systems or programs. At such time that grant funds are allocated for the "interim upgrade" as approved by the MTC PENTAP Committee on February 20, 1987, the JPA Board parties will create a JPA for the long-term operation and maintenance of the Peninsula Commute Service by amending the agreement as provided for in Section 18.

Section 6. MEETINGS OF THE JOINT POWERS BOARD

A. Regular and Special Meetings

The Joint Powers Board shall hold at least one (1) regular meeting each year. The date upon which, and the hour and place at which, each such regular meeting shall be held, shall be fixed by resolution of the Joint Powers Board. The bylaws referred to in Section 7 may provide for additional regular meetings and special meetings.

B. Conduct of Meetings

All meetings of the Joint Powers Board shall be held subject to the provisions of Section 54950 et seq. of the Government Code of the State of California.

C. Minutes

The Secretary shall cause minutes of all meetings of the Joint Powers Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Joint Powers Board.

D. Quorum

A majority of the members of the Joint Powers Board shall constitute a quorum for the transaction of business. No action may be taken by the Joint Powers Board except upon the affirmative vote of five or more members of the Committee.

Section 7. BYLAWS

The Joint Powers Board shall have the power to adopt such bylaws that it, in its sole discretion, may deem necessary or desirable for the conduct of the business of the Joint Powers Board.

Section 8. OFFICERS AND EMPLOYEES

A. The Joint Powers Board shall annually elect a chairperson and a vice-chairperson from among its members. The Joint Powers Board shall also appoint a secretary who may, but need not be, a member of the Joint Powers Board.

B. The SamTrans Counsel or appropriate legal counsel shall provide legal counsel and general legal assistance relative to Board matters.

C. The SamTrans Finance Director shall be the treasurer of the Board and shall have custody of all the moneys of the Board from whatever source and shall perform the function of treasurer and have all the powers, duties, and responsibilities as set forth in Government Code Section 6505.5.

D. The SamTrans Finance Director shall act as controller of the Board and shall perform the functions and have the powers, duties, and responsibilities set forth in Government Code Section 6505.5. The controller shall draw warrants to pay demands against the Agency the Board or the Project Manager pursuant to authorization of the Board.

E. All costs resulting from services performed by SamTrans Counsel and Finance Director shall be reimbursed by project funds.

Section 9. PROJECT ORGANIZATIONAL SUPPORT

A. A Project Manager shall be selected by the Joint Powers Board and shall serve at the pleasure of the Board. The Project Manager shall assume such functions as directed by the Joint Powers Board on matters related to the Project. The duties of the Project Manager may include, but need not be limited to, analyzing and making recommendations to the Joint Powers Board on policy matters, project management, obtaining necessary funding for the Project, and taking responsibility for necessary administrative services and public information, in addition to the overall responsibility for development and delivery of the Project.

The Project Manager shall prepare and submit to the Joint Powers Board a Master Work Plan. The Master Work Plan shall include, but not be limited to: identification of funding sources and requirements; identification of anticipated items of work under the Project, and who is to perform the work; time schedules; and an operation procedure for revising and updating the plan. Such work plan and any revisions and updates thereof, shall be subject to review and approval by the Joint Powers Board.

Section 10. RESPONSIBILITIES OF PARTICIPATING AGENCIES

A. The work and services generally to be performed by the C of S.F., SCCTD and SamTrans shall consist of active staff participation and resource commitments to guarantee the efficient and effective completion of the project.

B. The work and services generally to be performed by private consultant services shall be the planning studies and the preparation of the Draft Environmental Impact Statement associated with the completion of the Project and the information required to effectively negotiate the full right-of-way acquisition.

Section 11. SUBSEQUENT AMENDMENTS AND/OR AGREEMENTS

Local, State and Federal Funds - The Joint Powers Board shall be authorized to pursue all eligible Local, State, and Federal funding sources (UMTA, FHWA, etc.) to assist in the

development and implementation of this Project. The formal applications shall be forwarded to the State and Federal agencies through the appropriate party or parties participating in this Agreement.

Section 13. WITHDRAWAL FROM AGENCY

Any party may withdraw from this Agreement upon ninety (90) days' prior notice to the other parties, in which event the Joint Powers Board shall nevertheless continue to exist, but with the membership adjusted to reflect such omissions, providing, however, that if two or more of the parties to this Agreement withdraw, then this Agreement shall terminate upon expiration of the 90-day notice given by the second party to withdraw from the Agreement.

Section 14. DISPOSITION OF PROPERTY AND FUNDS

At such time as this Agreement is terminated, any property interest remaining in the Joint Powers Board, following discharge of all obligations due by the Board, shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

Section 15. ACCOUNTS AND REPORTS

The Joint Powers Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Board shall be open to inspection at all reasonable times to the parties to this Agreement and their representatives. The Board, within one hundred twenty (1200) days after the close of each fiscal year (which shall be the period from July 1 of each year to and including the following June 30), shall give a complete written report of all financial activities for such fiscal year to the parties. The Controller shall prepare and maintain such accounts and reports.

Section 16. OBLIGATIONS OF THE JOINT POWERS BOARD

The debts, liabilities and obligations of the Joint Powers Board shall not be debts, liabilities and obligations of any of the parties to this Agreement unless and to the extent specifically provided by agreement in writing with any of such parties.

Section 17. INDEMNIFICATION

The Joint Powers Board shall acquire such insurance protection as is necessary to protect the interest of the Board, the parties to this Agreement and the public. The Board created by this Agreement 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 Board or the activities undertaken pursuant to this Agreement.

Section 18.      AMENDMENTS

This Agreement may be amended at any time by agreement of all of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

**CITY AND COUNTY OF SAN FRANCISCO**

By *[Signature]*

Date 9-22-88

Approved as to Form and Legality

By *[Signature]*

Date 9-19-88

**SANTA CLARA COUNTY TRANSIT DISTRICT**

By *[Signature]*

Date 9/27/88

Approved as to Form and Legality

By *[Signature]*

Date 9/27/1988

**SAN MATEO COUNTY TRANSIT DISTRICT**

By *[Signature]*

Date 9-19-88

Approved as to Form and Legality

By *[Signature]*

Date 9-19-88