

BYLAWS
OF THE
TRANSBAY JOINT POWERS AUTHORITY

ARTICLE I NAME

The name of this public entity is the Transbay Joint Powers Authority (the “Authority”).

ARTICLE II OFFICES

- 2.1 Principal Office. The principal office for the transaction of the business of the Authority is located at 201 Mission Street, Suite 2100, San Francisco, California 94105. The Board of Directors (the “Board”) may change the principal office from one location to another. Any change of location will be noted by the Secretary in these Bylaws or this Section may be amended to state any such new location.
- 2.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places.

ARTICLE III LIMITATION ON AUTHORITY

The Authority’s exercise of its power under the Joint Powers Agreement creating the Transbay Joint Powers Authority (the “Agreement”), dated as of April 2, 2001 among the City and County of San Francisco (the “City”), the Alameda-Contra Costa Transit District and the Peninsula Corridor Joint Powers Board and these Bylaws is restricted to the extent required under Section 6509 of the Government Code of the State of California to the restrictions upon the manner of exercising power of the City. This designation restricting the exercise of powers of the Authority to the restrictions upon the manner of exercising power of the City may be changed by a two-thirds (2/3) vote of the Board provided that the designated agency must be a city or county in California and a Member of the Authority.

ARTICLE IV MEMBER ENTITIES

In addition to the original “contracting parties” (as this term is used in Section 6502 of the Government Code of the State of California) to the Agreement, any other public entity (as defined in Section 6500 of the Government Code of the State of California), which becomes a contracting party pursuant to the Agreement and these Bylaws, is a Member. Any contracting party which withdraws or is expelled pursuant to the Agreement and these Bylaws ceases to be a Member.

ARTICLE V
EX-OFFICIO MEMBERS

The Authority by resolution of the Board may invite a public entity to serve as an ex-officio Member of the Authority. Ex-officio Members shall serve as advisory, non-voting members of the Board and/or committees of the Authority. Ex-officio Members shall serve at the pleasure of the Board. No ex-officio Member shall be considered a “contracting party” as that term is used in Section 6502 of the Government Code of the State of California.

ARTICLE VI
DEBTS AND LIABILITIES

The debts, liabilities and obligations of the Authority are not and will not be the debts, liabilities or obligations of any or all of the Members, including ex-officio Members. However, nothing in this Section or in the Agreement prevents, or impairs the ability of, a Member or Members, including ex-officio Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of the Authority, including but not limited to, any bond or other debt instrument issued by the Authority.

ARTICLE VII
DIRECTORS

7.1 Powers.

- (a) **General Powers.** Subject to the provisions of the Agreement and these Bylaws, the business and affairs of the Authority will be managed, and all powers will be exercised, under the policy direction of the Board.
- (b) **Specific Powers.** Without prejudice to these general powers, (i) the Board also has the power to borrow money and incur indebtedness on behalf of the Authority and cause to be executed and delivered for the Authority’s purposes, in the Authority’s name, promissory notes, deeds of trust, bonds, mortgages, pledges, hypothecations, leases, and other evidences of debt and securities, and certificates of participation; and (ii) in conformance with the procedures and criteria developed by it, the Board may cause the Authority to purchase commercial insurance or reinsurance or terminate commercial insurance or reinsurance upon a majority vote.

- (c) **Project Guidelines.** The Board also has the power to establish guidelines for the types of projects to be undertaken by the Authority.
- 7.2 Directors and Alternates. The City will initially appoint three (3) directors. Each other Member will appoint one (1) director to the Board. Each Member may, in a director's absence, appoint an alternate director for said director. Additional directors and/or alternate directors, if any, shall be appointed in accordance with the Agreement. The director and/or alternate director may be an elected official.
- 7.3 Vacancies.
- (a) **Events Causing Vacancy.** A vacancy on the Board exists on the occurrence of the following: (i) death of any director, (ii) the removal, dismissal or resignation of a director from the position s/he held with the Member at the time s/he became a director, (iii) the declaration by resolution of the Board of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony after having been appointed as a director, or (iv) written notice to the Secretary from the appointing Member stating that the designation of the director or alternate director has been revoked; said revocation to be effective upon receipt unless the notice specifies a later time.
- (b) **Resignations.** No director or his/her alternate may resign if the Authority would then be without at least two directors, or their alternates, in charge of its affairs.
- (c) **Reduction or Increase in the Number of Directors.** The authorized number of directors may be reduced or increased by the deletion or addition of a Member.
- 7.4 Meetings. The Chair or Vice-Chair of the Board, or any four directors by written request, may call a meeting of the Board. All meetings of the Board of the Authority, including, without limitation, regular, adjourned regular, special and adjourned special meetings will be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54590 of the Government Code of the State of California).
- 7.5 Quorum. Seventy percent (70%) of the total number of authorized directors shall constitute a quorum for the transaction of business. Except for acts requiring a two-thirds (2/3) vote under these Bylaws or the Agreement, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board.
- 7.6 Rules of Order. The Board shall adopt rules of order to govern the conduct and procedure of Board meetings.

- 7.7 Minutes. The Board will keep or cause to be kept written minutes of its proceedings, except executive sessions.
- 7.8 Fees and Compensation of Directors. Directors and members of committees may receive reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.
- 7.9 Delegation of Powers. Except as otherwise provided in the Agreement and these Bylaws, the Board may delegate any of its powers by a two-thirds (2/3) vote of the Board.

ARTICLE VIII BOARD COMMITTEES

- 8.1 Committees. Upon written notice to the Board, the Chair may designate one (1) or more committees, each consisting of two (2) or more directors and, in a director's absence, their alternates, and one (1) or more ex-officio Members, if any, to be ratified by and serve at the pleasure of the Board, and to exercise such powers as may be delegated to it, except that no committee may:
- (a) take any final action on matters which, under the Agreement, require approval by a majority or two-thirds (2/3) vote of the Board;
 - (b) amend or repeal the Bylaws or adopt new Bylaws;
 - (c) amend or repeal any resolution of the Board;
 - (d) appoint any other committees of the Board or the members of these committees; or
 - (e) approve any transaction which would violate the Political Reform Act (commencing with Section 81000 of the Government Code of the State of California) and/or Section 1090 of the Government Code of the State of California.
- 8.2 Meetings and Actions of Committees. Meetings and actions of any committees will be governed by, and held and taken in accordance with, the provisions of Sections 7.4-7.5 of these Bylaws, concerning meetings of directors, with such changes in the context of those Sections as are necessary to substitute the committee and its members for the Board and its members, except that the meetings of committees may be called by the committee. Minutes will be kept of each meeting of any committee and will be filed with the Authority records.

ARTICLE IX
OFFICERS

- 9.1 Officers. The officers of the Authority are the Chair, Vice-Chair, Executive Director, Secretary, Chief Financial Officer and Legal Counsel. The Chair and Vice-Chair are elected officers. All directors are eligible to serve as an officer of the Authority. The Executive Director, Secretary, Chief Financial Officer and Legal Counsel shall serve at the pleasure of the Board, subject to the rights by any officer under an employment contract, if any, with the Authority. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the Executive Director.
- 9.2 Election of Officers. At the first meeting of the Board, and as necessary thereafter, nominations for the offices of Chair and Vice-Chair, will be made and seconded by a director. If more than two (2) names are nominated for any one office, balloting occurs until a nominee receives a majority of the votes cast; provided that after the first ballot the nominee receiving the fewest votes will be dropped from the balloting. The initial term of the elected officers shall run from the date of their election to office until June 30, 2002. Thereafter, each elected officer serves a term of one (1) year. An elected officer may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.
- 9.3 Removal of Elected Officers. An elected officer may be removed, with or without cause, by a majority vote of the Board at a regular or special meeting.
- 9.4 Vacancies. Any vacancy in the offices of Executive Director, Secretary, Chief Financial Officer and Legal Counsel because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.
- 9.5 Resignation of Officers. In the absence of a contrary written agreement, any officer may resign at any time by giving written notice to the Executive Director or Secretary. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.
- 9.6 Responsibilities of Officers.
- (a) **Chair of the Board.** The Chair of the Board presides at meetings of the Board and exercises and performs such other powers and duties as may be from time to time assigned to him/her by the Board or prescribed by these Bylaws.

- (b) **Vice-Chair of the Board.** The Vice-Chair of the Board fulfills all the duties of the Chair in his/her absence.
- (c) **Executive Director.** Subject to such supervisory powers as maybe given by the Board to the Chair of the Board, the Executive Director generally supervises, directs, and controls the business and the employees of the Authority. He or she has such other powers and duties as may be prescribed by the Board or these Bylaws.
- (d) **Secretary.** The Secretary will:
 - (1) Book of Minutes. Keep or cause to be kept, at the principal executive office of the Authority or such other place as the Board may direct, a book of minutes of all meetings and actions of directors and committees of the Authority, with the time and place of holding the meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present and absent at such meetings and the proceedings of such meetings.
 - (2) Notices and Other Duties. Prepare, give, or cause to be given, notice of, and agendas for, all meetings of the Board and committees of the Authority. He or she has such other powers and performs such other duties as may be prescribed by the Board.
- (e) **Chief Financial Officer.** The Chief Financial Officer performs as follows:
 - (1) Books of Account. The Chief Financial Officer keeps and maintains, or causes to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of Authority, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times.
 - (2) Deposit and Disbursement of Money and Valuables. The Chief Financial Officer deposits all money and other valuables in the name and to the credit of the Authority with such depositories as may be designated by the Board; disburses the funds of the Authority as may be ordered by the Board; renders to the Board, whenever they request it, an account of all of his/her transactions as Chief Financial Officer and of the financial condition of the Authority; and has such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(3) **Bond.** The Chief Financial Officer will give the Authority a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his/her office and for restoration to the Authority of all its books, papers, vouchers, money, and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement, or removal from office.

(f) **Legal Counsel.** Legal counsel will perform all legal duties and responsibilities of the Authority assigned to him/her by the Board or the Executive Director.

9.7 **Fees and Compensation.** The officers may receive such compensation and reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

ARTICLE X ADMISSION, WITHDRAWAL, SUSPENSION AND EXPULSION

10.1 **Conditions for Admission of a New Member.** Each applicant for membership in the Authority will meet the following minimum qualifications:

- (a) such new Member must be a public entity in the State of California;
- (b) adopt a resolution by its governing body approving entry into the Authority, designating a director, authorizing the execution of the Agreement, and acknowledging these Bylaws;
- (c) be approved for admission to the Authority only upon concurrence of the Members, as evidenced by an amendment to the Agreement; and,
- (d) pay such fees, expenses and costs as may be set by the Board.

10.2 **Conditions to Permitting Withdrawal of a Member.** A Member may withdraw provided that the following conditions are satisfied:

- (a) such Member is not in default under the terms of the Agreement or these Bylaws, of any contract executed by the Member in connection with any Authority project, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility in whole or in part;
- (b) such withdrawal will not cause the Authority to be in default or breach of any agreement to which it is a party, or of any bond or other evidence of indebtedness issued by the Authority;

- (c) not later than one hundred and eighty (180) days immediately preceding the effective date of such withdrawal, such Member has provided written notice to the Authority of its intent to withdraw;
- (d) such withdrawal is effective on the June 30th following the time period specified in Section 10.2(c); and,
- (e) at the time of withdrawal, there will be no less than two (2) directors remaining on the Board. In the event fewer than two (2) directors would be authorized, said Member may not withdraw until all principal of and interest on any and all bonds and other evidences of indebtedness issued by Authority have been paid in full. Notice to withdraw is revocable by the Member if such written revocation is received by the Authority no later than June 1 following the end of the notice period specified in Section 10.2(c).

10.3 Conditions to Permitting Suspension of a Member. The Board of the Authority may suspend a Member from the Authority subject to the following conditions:

- (a) the Member is in default under the terms of the Agreement, these Bylaws, any contract executed by the Member in connection with any Authority project, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part;
- (b) the Authority has given written notice of the default described in subsection (a) to the defaulting Member;
- (c) not earlier than thirty (30) days after transmittal of the notice, two-thirds (2/3) of the Board votes to suspend said Member;
- (d) a suspended Member has no rights to participate as a voting Member in the meetings of the Board until it is reinstated, however a suspension does not relieve said Member from any financial obligation it may have; and,
- (e) a Member suspended from the Authority may be readmitted upon a unanimous vote of the Board to readmit said Member; and such readmission will not cause the Authority to be in default or breach of any agreement to which it is a party; or of any bond or other evidence of indebtedness issued by the Authority.

10.4 Conditions to Permitting Expulsion of a Member. The Authority may expel a Member from the Authority subject to the following conditions:

- (a) the Member is in default under the terms of the Agreement, these Bylaws, any contract executed by the Member in connection with any Authority

project, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part;

- (b) the Authority has given written notice of the default described in subsection (a) to the defaulting Member;
- (c) not earlier than thirty (30) days after transmittal of the notice, two-thirds (2/3) of the Board votes to expel said Member; and
- (d) a Member expelled from the Authority shall not be readmitted to the Authority.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default Defined. The following are “events of default” under the Agreement and these Bylaws, and the terms “events of default” and “default” means, whenever they are used in the Agreement and these Bylaws, with respect to a Member, any one or more of the following events:

- (a) such Member: (i) assigns its rights, claim, or interest it may have under the Agreement; (ii) fails to appoint a director and/or an alternate to serve on the Board; (iii) withdraws from the Authority such that the withdrawal adversely affects any bonds, liabilities or other forms of indebtedness of the Authority; (iv) fails to comply with these Bylaws; or (5) fails to comply with any contract executed by the Member in connection with any project undertaken by the Authority, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part;
- (b) failure by such Member to pay fees, if any, assessed by the Board; or
- (c) the filing by such Member of a case in bankruptcy, or the subjection of any right or interest of such Member under the Agreement or these Bylaws to any execution, garnishment or attachment, or adjudication of such Member as bankrupt, or assignment by such Member for the benefit of creditors, or the entry by such Member into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted.

- 11.2 Cure Period. A Member shall not be in default under the Agreement or these Bylaws unless such Member shall fail to correct such default for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member by the Authority or the Executive Director; provided, however, if the failure stated in the notice cannot be corrected within the applicable period; the Authority, or the Executive Director, as the case may be, will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member within the applicable period and diligently pursued until the default is corrected. After such an extension, failure to diligently pursue or to achieve corrective action is a separate “event of default” under Section 11.1 of these Bylaws requiring notice but not requiring that Authority consent to any extension;
- 11.3 Remedies on Default.
- (a) Whenever any event of default referred to in Section 11.1(a) of this Article has occurred and is continuing, it will be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws.
 - (b) In the event that the Authority elects to suspend or expel any defaulting Member, subject to the conditions described and in the manner provided in Sections 10.3 and 10.4, respectively, of these Bylaws, the Member nevertheless agrees to pay the Authority all costs, losses or damages arising or occurring as a result of such default, and administrative and legal costs incurred in noticing the default and effecting the suspension.
- 11.4 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy is cumulative and is in addition to every other remedy given under the Agreement or these Bylaws, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in these Bylaws, it is not necessary to give any notice, other than such notice as may be required in these Bylaws or by law.
- 11.5 Agreement to Pay Attorneys’ Fees and Expenses. In the event a Member should be in default under any of the provisions of these Bylaws and the Authority should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting Member, the defaulting Member agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

- 11.6 No Additional Waiver Implied by One Waiver. In the event any agreement contained in the Agreement and these Bylaws should be breached by any Member and thereafter waived by the other Members, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE XII ADMINISTRATOR

The City is designated in the Agreement as the “Administrator” for the Authority. As such, the City will provide necessary administrative services for the Authority pursuant to an administrative services agreement. 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 the Agreement and implement programs undertaken by the Authority.

ARTICLE XIII TERMINATION

- 13.1 Time of Termination. The Authority may be terminated upon the written consent of two-thirds (2/3) of the Members if the effective termination date and such written consents are delivered to the Authority and the Secretary at least sixty (60) days prior to the effective termination date provided that all principal of and interest on any and all bonds and other evidences of indebtedness issued by the Authority are paid in full.
- 13.2 Continuing Obligations. After the termination date, the Authority will continue to be obligated to pay, or cause to be paid any amounts due for winding up its affairs, including but not limited to any litigation costs and/or extraordinary costs associated with a financing transaction. After the effective termination date, each Member has a continuing obligation to pay any fees assessed prior to the effective termination date.
- 13.3 Distribution of Assets. In the event any assets remain after winding up the affairs of the Authority, such sums will be distributed to the City and County of San Francisco.

ARTICLE XIV
AMENDMENTS

- 14.1 Amendment by Directors. Subject to the limitations set forth below, the Board may adopt, amend or repeal the Bylaws. Such power is subject to the following limitations:
- (a) The Board may not alter, amend or repeal a Bylaw provision fixing the authorized number of directors or the minimum and maximum number of directors.
 - (b) If any provision of these Bylaws requires the vote of a larger proportion of directors than a simple majority, such provision may not be altered, amended or repealed except by vote of such larger number of directors.
 - (c) The Board may not alter, amend, or repeal Bylaw provisions requiring compliance with the Agreement.

ARTICLE XV
RECORDS AND REPORTS

- 15.1 Maintenance of the Authority Records. The Authority will keep:
- (a) Adequate and correct books and records of account; and,
 - (b) Minutes in written form of the proceedings of its Board, and committees of the Board.
- All such records will be kept at the Authority's principal executive office.
- 15.2 Inspection Rights.
- (a) Any Member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.
 - (b) Any inspection and copying under this Section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy and make extracts.
- 15.3 Maintenance and Inspection of Agreement and Bylaws. The Authority will keep at its principal executive office the original or copy of the Agreement and these Bylaws as amended to date, which will be open to inspection by the Authority or any Member at all reasonable times during office hours.

15.4 Inspection by Directors. Every director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of the Authority. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

15.5 Financial Report.

- (a) Not later than January 1st after the close of Authority's fiscal year, the Board will cause an annual report prepared by a certified public accountant to be sent to the governing body of each Member.
- (b) The report required by this Section will be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of the Authority that such statements were prepared without audit from the books and records of the Authority.

15.6 Fiscal Year. The Authority's fiscal year is July 1 to June 30.

ARTICLE XVI CONFLICTS OF INTEREST CODE

The Authority shall be subject to the conflict of interest rules set forth in the Political Reform Act (commencing with Section 81000 of the Government Code of the State of California) and Sections 1090 et seq. of the Government Code of the State of California, and the Authority shall adopt a conflict of interest code as required and as provided by the implementing regulations of the Political Reform Act.

ARTICLE XVII CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws. Without limiting the generality of the above, the term "person" includes both the Authority and a natural person and any capitalized term not defined in these Bylaws will have the meaning ascribed to it in the Agreement.

ARTICLE XVIII EFFECTIVE DATE

These Bylaws shall go into effect immediately upon the effective date of the Agreement.