

**SECOND AMENDMENT TO AND RESTATEMENT OF
JOINT POWERS AGREEMENT ESTABLISHING THE
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

THIS AGREEMENT by and among the cities and the County of San Mateo who become signatories to this agreement (hereinafter referred to as “Party” in the singular and “Parties” collectively, as the content requires) is made and entered into as of the _____ day of _____, 2021 and in light of the following recitals:

- A. The Parties have authority to undertake transportation demand management activities in their respective communities and desire to establish and continue the Peninsula Traffic Congestion Relief Alliance under which the parties will work together essentially to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County.
- B. The Parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500 *et seq.*
- C. The Parties desire to establish and continue the Peninsula Traffic Congestion Relief Alliance as a joint powers authority in accordance with the terms and conditions outlined in this Agreement and to brand and make this entity known to the public as "Commute.org."

NOW, THEREFORE, the Parties, in consideration of the mutual promises and agreements contained herein, agree as follows:

1. **Purpose:**

The Parties enter into this Agreement for the purpose of establishing and operating the Peninsula Traffic Congestion Relief Alliance (“Alliance”) to reduce traffic congestion and greenhouse gas emissions while enhancing the quality of life in San Mateo County by promoting the use of sustainable transportation and commute alternatives. The Parties envision a region where all residents and employees have access to equitable, sustainable, affordable, and safe transportation options and use them as their primary modes when commuting.

2. **Definitions:**

- (a) “Employer” shall mean any public or private employer or group thereof, including a city or the County, who has a permanent place of business in the County of San Mateo.

- (b) “Party” or “Parties” shall mean a member of the Peninsula Traffic Congestion Relief Alliance and a party signator to this Agreement establishing the Alliance.
 - (c) “TDM or Transportation Demand Management” shall mean a program or activity to improve the efficiency of the existing transportation system by increasing the use of alternative modes of transportation such as carpools, vanpools, public transit, bicycles, walking and telecommuting.
3. **Establishment of Alliance:** The Parties hereby create an entity originally called the Peninsula Traffic Congestion Relief Alliance to exercise in the manner set forth in this Agreement the specified powers common to each of the Parties. For purposes of name identification and branding, the Alliance shall be known to the public as "Commute.org." The Alliance shall be a public entity that is separate from the Parties and shall be responsible for the administration of this Agreement. Except as provided herein, the debts, liabilities, and/or obligations of the Alliance shall be the debts, liabilities, and/or obligations solely of the Alliance and shall not be the debts, liabilities, and/or obligations of any Party to this Agreement.
4. **Term:** This Agreement shall be effective on the date by which any nine Parties have executed it and shall continue in effect until terminated as provided herein.
5. **Powers of the Alliance:** The Alliance shall have the powers and duties:
- (a) To make and enter into contracts;
 - (b) To incur debts, liabilities or obligations;
 - (c) To solicit, receive, and use grants, advances and contributions from all available sources, public or private, including federal, state and local subventions;
 - (d) To adopt bylaws;
 - (e) To employ employees or agents or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary;
 - (f) To sue and be sued in its own name;
 - (g) To invest any surplus funds not required for the immediate necessities of the Alliance as the Governing Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code Section 53601;

- (h) To enforce all provisions of this Agreement;
- (i) To negotiate for, acquire, hold, manage, maintain, control or dispose of real and personal property;
- (j) To levy and collect fees and charges, including administrative and operating costs, to third parties who receive the benefit of services from the Alliance; and
- (k) To do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Alliance.

6. **Governing Board:** There is hereby created a Governing Board (also referred to as “Board”) to govern the Alliance. Each Party shall appoint one Councilmember or, in the case of the County, one member of the Board of Supervisors, to serve on the Governing Board and another Councilmember, or Supervisor in the case of the County, to serve as an alternate, with each continuing in such capacity until replaced. The Governing Board shall elect one of its members to serve as Chairperson. The Board shall meet as needed, but at least one time a year. Meetings shall be held in San Mateo County at a place to be designated. Each member of the Board shall have one vote.

The Governing Board shall be responsible for establishing the policy direction of the Alliance. On an annual basis, the Board shall adopt a work plan and budget for programs, services and subsidies that support the Alliance’s purposes. The Governing Board may from time to time give public recognition to Employers and other participants for notable efforts and achievements with respect to TDM programs. The Board shall exercise all powers and authority on behalf of the parties and may do any and all things necessary to carry out this Agreement.

7. **Committees:** The Governing Board shall establish such committees, either standing or ad hoc, as it deems necessary and appropriate to assist the Alliance in carrying out the purposes of this Agreement. The establishment of standing committees, as well as their composition, method of appointment, role and purpose, shall be designated in the Bylaws of the Alliance as adopted by the Governing Board.

8. **Budget:** The Executive Director annually shall prepare a budget for the Alliance setting forth anticipated expenses, financing sources and proposed service levels and programs necessary to carry out the purposes of this Agreement. The Executive Director shall recommend the budget to the Governing Board for approval after reviewing same with any committee the Governing Board may establish and designate for this purpose. In the event the budget contemplates revenue in the form of

monetary contributions from the parties, the budget shall be submitted to each Party for approval.

9. **Staff of the Alliance:** The Governing Board shall appoint an Executive Director. The Executive Director may hire other staff people for the Alliance, as needed, provided that such hiring conforms to the approved budget. The Executive Director may contract for the provision of other staff services, provided that such contracts conform to the approved budget. In lieu of an Executive Director, the Governing Board may contract for such management services. Staff or contractors will be employee(s) or contractee(s) of the Alliance. The Executive Director and other staff shall serve at the pleasure of the hiring or appointing authority. At the direction of the Governing Board, the Executive Director shall work with such committees as may be established and designated for this purpose.

The Executive Director shall be employed by the Alliance and shall:

- (a) Be responsible for Alliance management, strategic planning, financial management, personnel, and implementation of the Board-adopted annual work program and budget; and
- (b) Be responsible for day to day personnel matters and for the hiring and firing of subordinate staff members; and
- (c) Prepare an annual report describing the results of program implementation, transportation surveys, TDM programs and other information including the successes in attaining the goals and objectives to advance the purpose of the Alliance.

The Governing Board may also appoint legal counsel to represent the Alliance.

10. **Fiscal Agent:** The member Party designated by resolution of the Governing Board and reflected in the Bylaws of the Alliance shall act as Fiscal Agent for the Alliance and shall be charged with the following responsibilities:

- (a) The custody of all money, property and assets of the Alliance;
- (b) The maintenance of all financial books and records necessary to conduct the business of the Alliance; and
- (c) The development of periodic reports to the Governing Board and the Executive Director regarding receipts, disbursements and the financial condition of the Alliance.

The Alliance, through the Fiscal Agent, shall retain an independent certified public accountant each year to conduct a fiscal year end audit and to prepare financial statements for the Alliance.

11. **Withdrawal:** Any participating Party may withdraw from this Agreement by filing written notice of intention to do so with the other parties. Termination will take effect on July 1 of any year, provided there is a least six months advance notice. The withdrawal of any Party from this Agreement shall in no way affect the rights and obligations of the remaining Parties. If a Party withdraws from this Agreement, it is not entitled to return of any funds contributed to the Agency nor to the return in cash or in kind of any materials or supplies contributed. Withdrawing Parties still are obligated for all payments due from them for the fiscal year of the withdrawal.
12. **Termination and Disposition of Property:** This Agreement shall be deemed terminated when only one Party continues to participate, or when all participating Parties choose to terminate it. Upon termination, all assets shall be distributed in equal shares to the Parties still active at the time of termination or to the one Party continuing to participate or to a successor agency designated by all of the remaining parties at the time of termination, with the exception that if any surplus money of the Alliance at the time of termination represents monetary contributions from still active member Parties, said money shall be refunded to such Parties in proportion to the contributions made.
13. **Amendment:** This Agreement may be amended from time to time with the written consent of a majority of the participating Parties.
14. **Insurance and Indemnification:** The Alliance shall acquire such insurance protection, including coverage for workers' compensation and commercial general liability, as is necessary to protect the interests of the Governing Board, the Parties, the Alliance staff, representatives, volunteers and other participants. The Alliance shall, at its sole expense, assume the defense of and indemnify and save harmless each Party to this Agreement and its respective councilmembers, 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, programs or services of the Alliance, its Governing Board, or staff.
15. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

TOWN OF ATHERTON

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BELMONT

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BRISBANE

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BURLINGAME

By _____
City Clerk

By _____
Mayor

ATTEST:

TOWN OF COLMA

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF DALY CITY

By _____
City Clerk

By _____
Mayor

ATTEST

By _____
City Clerk

ATTEST:

By _____
City Clerk

CITY OF EAST PALO ALTO

By _____
Mayor

CITY OF FOSTER CITY

By _____
Mayor

CITY OF HALF MOON BAY

By _____
Mayor

TOWN OF HILLSBOROUGH

By _____
Mayor

CITY OF MILLBRAE

By _____
Mayor

CITY OF PACIFICA

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF REDWOOD CITY

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN BRUNO

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN CARLOS

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN MATEO

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SO. SAN FRANCISCO

By _____
Mayor

ATTEST:

By _____
Clerk of the Board

COUNTY OF SAN MATEO

By _____
President of Board of Supervisors

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

CITY OF MENLO PARK

By _____
Mayor

TOWN OF PORTOLA VALLEY

By _____
Mayor

TOWN OF WOODSIDE

By _____
Mayor