

STANDARD GRANT AGREEMENT
Proposition K
Transportation Authority Project No. 109-913004
Resolution 17-46

SECTION 1
AGREEMENT

I. PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into by and between the San Francisco County Transportation Authority (TRANSPORTATION AUTHORITY) and the City and County of San Francisco acting through its Port of San Francisco (RECIPIENT), to document the funding conditions necessary for the RECIPIENT of a TRANSPORTATION AUTHORITY funding allocation (GRANT) to comply with applicable law and TRANSPORTATION AUTHORITY policies as provided in the TRANSPORTATION AUTHORITY GRANT Resolution. This AGREEMENT consists of Sections 1 and 2 and all additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

In consideration of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

II. PURPOSE OF GRANT

This GRANT, approved through Resolution 17-46 of the TRANSPORTATION AUTHORITY, in accordance with the requirements of the TRANSPORTATION AUTHORITY'S Proposition K Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT'S Proposition K Sales Tax Program Allocation Request Form (Attachment):

Downtown Ferry Terminal - South Basin Improvements

III. PROJECT DEFINITION AND SCOPE

Subject to completion of any required environmental review, the RECIPIENT agrees to undertake and complete the project identified in the RECIPIENT'S Allocation Request Form (PROJECT) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with all the provisions of Sections 1 and 2 hereof, and as described in the Scope section and any Special Conditions of the Proposition K Sales Tax Program Allocation Request Form, which are attached to this AGREEMENT, and made a part hereof. If RECIPIENT determines that it will no longer pursue the PROJECT, RECIPIENT will, with all practicable dispatch, provide the TRANSPORTATION AUTHORITY with an explanation and reason for ceasing pursuit of the PROJECT, and work with the TRANSPORTATION AUTHORITY to develop a plan to explain and justify as needed this change to members of the TRANSPORTATION AUTHORITY Board of Commissioners, and to establish a timeline for submitting a final reimbursement request, returning any unspent funds, and closing out the GRANT, consistent with the provisions in SECTION 2, below.

IV. GRANT

The TRANSPORTATION AUTHORITY hereby grants to the RECIPIENT the sum of **\$1,100,000** as designated in the GRANT Resolution cited below and included in this AGREEMENT by reference.

Res. No.	Date	Project #	Proposition K Funds Allocated	Proposition K Fund Expiration Date
17-46	5/23/2017	109-913004	\$1,100,000	12/31/2020

V. ACCEPTANCE OF GRANT

The RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept the TRANSPORTATION AUTHORITY'S GRANT and agrees to all of the terms and conditions of this AGREEMENT.

This AGREEMENT is effective as of the DATE OF EXECUTION as defined in SECTION 2, STANDARD TERMS AND CONDITIONS, DEFINITIONS, below.

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: _____
Tilly Chang, Executive Director

Date _____

RECIPIENT: City and County of San Francisco acting through its Port of San Francisco

By: _____
Elaine Forbes, Executive Director

Date _____

Approved As To Form (optional): Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

**SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
STANDARD GRANT AGREEMENT**

**SECTION 2
STANDARD TERMS AND CONDITIONS**

I. DEFINITIONS

As used in this AGREEMENT:

- A. AGREEMENT shall mean Sections 1 and 2 of this Standard Grant Agreement and all additional documents stated in these sections as being attached and incorporated by reference.
- B. TRANSPORTATION AUTHORITY shall mean the San Francisco County Transportation Authority.
- C. DATE OF EXECUTION shall mean the date when the TRANSPORTATION AUTHORITY'S Executive Director or his/her authorized designee signs this agreement.
- D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM shall mean any DBE program adopted by RECIPIENT, or an equivalent program approved directly by the California Department of Transportation or accepted by the federal agency providing financial assistance, that is applicable to the PROJECT as determined by RECIPIENT.
- E. FISCAL YEAR shall mean the TRANSPORTATION AUTHORITY'S fiscal year from July 1 of a calendar year through June 30 of the next calendar year.
- F. FORCE ACCOUNT shall mean personnel costs incurred by the RECIPIENT directly associated with implementing the PROJECT.
- G. FUND EXPIRATION DATE shall mean the final date when eligible costs may be charged against a GRANT.
- H. GRANT shall mean the allocation of any Proposition K sales tax funds.
- I. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM shall mean any LBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT.
- J. LOCAL HIRING PROGRAM shall mean any local hiring ordinance adopted by RECIPIENT or another employment opportunity program developed by RECIPIENT that is applicable to the PROJECT as defined by RECIPIENT.
- K. EXPENDITURE PLAN shall mean the City and County of San Francisco Transportation Expenditure Plan administered by the TRANSPORTATION AUTHORITY and approved by the voters on November 4, 2003.
- L. PROJECT shall mean the scope of work set forth in the attached Proposition K Sales Tax Program Allocation Request Form. This scope of work is based on the applicable project description of a line item that is in the EXPENDITURE PLAN.
- M. PROPOSITION K REQUEST TABLE shall mean the current schedule of cash flows shown in the Proposition K Sales Tax Program Allocation Request Form–Cash Flow Distribution Schedule by FISCAL YEAR table.
- N. RECIPIENT shall mean SPONSORING AGENCY that receives a GRANT from the TRANSPORTATION AUTHORITY for the purpose of carrying out the PROJECT.
- O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM shall mean any SBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT,
- P. SPONSORING AGENCY shall mean the RECIPIENT shown on page 20 of 21 of the EXPENDITURE PLAN for the PROJECT.
- Q. STRATEGIC PLAN shall mean the long-range Strategic Plan adopted by the TRANSPORTATION AUTHORITY Board in place at the time of the allocation, which updates assumptions about level and availability of Proposition K revenues and sets policy on Proposition K expenditures, project budgets, cost eligibility, and expected cash flows.

II. GENERAL CONDITIONS

A. Cost Eligibility

Cost eligibility shall be determined by the TRANSPORTATION AUTHORITY'S Strategic Plan policies. All costs incurred by RECIPIENT prior to the DATE OF EXECUTION of this AGREEMENT shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY, except as follows:

1. Where the TRANSPORTATION AUTHORITY has previously approved the scope of a project and that scope has incurred increased costs; and
2. Capital costs of a multi-year project to which the TRANSPORTATION AUTHORITY has made a formal commitment in a resolution for out-year costs, although the funds have not been allocated.

While these costs shall be eligible for reimbursement in the situations cited above, the timing and amount of reimbursement will be subject to a TRANSPORTATION AUTHORITY allocation, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the EXPENDITURE PLAN. Travel costs shall not exceed the per diem rates and allowances established by the U.S. General Services Administration when traveling within the United States, and U.S. Department of State when traveling outside the United States and applicable at the time of the travel. All costs incurred by RECIPIENT after the FUND EXPIRATION DATE shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY. Any waiver of cost eligibility policies must be included in the Proposition K Sales Tax Program Allocation Request Form as approved by the TRANSPORTATION AUTHORITY.

B. Non-Substitution of Funds

In accordance with Sections 131000 et seq. of the California Public Utilities Code under which the TRANSPORTATION AUTHORITY was created, a GRANT awarded to the RECIPIENT is intended to supplement existing local revenues being used for public transportation purposes and shall not replace funds previously provided by property tax revenues for public transportation purposes.

Any GRANT determined by the TRANSPORTATION AUTHORITY to replace existing local revenues shall be refunded by the RECIPIENT to the TRANSPORTATION AUTHORITY in a manner determined by the TRANSPORTATION AUTHORITY.

C. Compliance with Law

In the performance of its obligations pursuant to this AGREEMENT, the RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and shall at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

D. Budget and Scope

The RECIPIENT shall maintain a PROJECT budget. The RECIPIENT shall carry out the PROJECT and shall incur obligations against and make disbursements of the GRANT in conformity with the TRANSPORTATION AUTHORITY'S requirements and the budget. The PROJECT budget may be revised from time to time through the submission of a revised budget to the TRANSPORTATION AUTHORITY.

The RECIPIENT may not make any changes to the scope of the PROJECT without prior written approval of the TRANSPORTATION AUTHORITY. Approval by the TRANSPORTATION AUTHORITY of a change of scope shall not constitute an increase in the GRANT amount unless additional funds are specifically provided.

E. Third Party Contract Audits

The TRANSPORTATION AUTHORITY reserves the right to audit third party contracts for any reason. If the RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TRANSPORTATION AUTHORITY. If the RECIPIENT is an agency, department or other subdivision of the City and County of San Francisco, third party contracts include those contractual agreements entered into by the RECIPIENT and any other City and County of San Francisco entity.

F. Project Management

RECIPIENT shall be responsible for the PROJECT and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with the TRANSPORTATION AUTHORITY'S resolution allocating the GRANT unless otherwise agreed upon in writing.

G. Project Oversight

The RECIPIENT shall fully cooperate with the TRANSPORTATION AUTHORITY'S project oversight team and shall promptly provide any requested PROJECT information.

H. Attribution and Signage

RECIPIENT shall demonstrate compliance with the TRANSPORTATION AUTHORITY'S attribution and signage requirements as a mandatory condition for authorization of Proposition K reimbursement for project expenses. RECIPIENT shall submit a request for approval from the TRANSPORTATION AUTHORITY for any deviation from the specified attribution and signage described below. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

All press releases, project fact sheets, websites, and communication materials produced about the PROJECT following receipt of the GRANT, whether the production of those materials are funded by Proposition K or not, shall include the following statement:

This project was made possible in part by Proposition K Sales Tax dollars provided by the San Francisco County Transportation Authority.

1. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Construction Capital Projects.

If any portion of GRANT funds are used for a Construction Capital Project, the RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Proposition K Local Transportation Sales Tax Funds and the TRANSPORTATION AUTHORITY as a funding source, in accordance with the standard format herein. For construction projects, RECIPIENT shall, within 30 days of the date of initiation of fieldwork, submit to the TRANSPORTATION AUTHORITY as a high-resolution JPEG or TIFF file, a

photograph documenting compliance with the Proposition K attribution and format requirements herein contained.

For a construction project undertaken with partial or complete funding from Proposition K for the Construction phase, RECIPIENT shall install and maintain a sign displaying the following items:

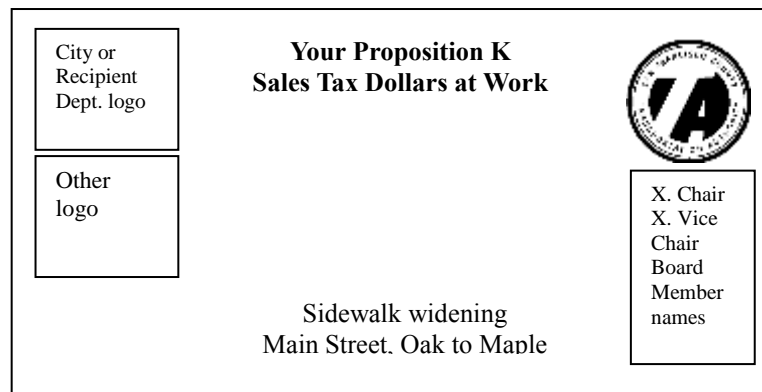
- a. The official TRANSPORTATION AUTHORITY seal, provided to RECIPIENT in digital format at the time of execution of this AGREEMENT, placed on the upper or lower right hand corner of the sign, and sized 8 inches across or at the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.
- b. The following text:

***Your Proposition K
Sales Tax Dollars at Work***

centered horizontally across the top or across the bottom of the sign, such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text, and displayed in 2-inch tall, or the same size as the text acknowledging RECIPIENT, if larger, Times Roman or comparable font. See example in Figure 1.

- c. A listing of current members of the TRANSPORTATION AUTHORITY Board of Commissioners, starting with Chair and Vice Chair, followed by Board members names listed in alphabetical order, centered vertically against the right margin of the sign. See Example in Figure 1.

Figure 1
Example of Construction Sign



2. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Prior Phases during the Construction phase.

For a project for which Proposition K funding was used for any prior phase (i.e., Planning/Preliminary Engineering, Environmental, Right of Way, Plans, Specifications and Estimates, and Procurement), but not for the Construction phase, RECIPIENT shall install and maintain a sign during construction displaying the following items:

- a. The official TRANSPORTATION AUTHORITY seal, placed on the upper or lower right hand corner of the sign, and sized 8 inches across or at the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.

- b. The following text:

This Project was made possible in part by Proposition K Local Transportation Sales Tax Funds.

centered horizontally across the top or across the bottom of the sign, such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text. See example in Figure 2.

Figure 2

Example of Proposition K Attribution on Construction Sign

This Project was made possible in part by Proposition K
Local Transportation Sales Tax Funds



3. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Non-Construction Capital Projects.

For non-construction capital purchases funded by any portion of GRANT funds, RECIPIENT shall affix permanent signage identifying the TRANSPORTATION AUTHORITY and the Sales Tax Funds as a funding source according to the standard format. All capital purchases, including, but not limited to transit fleet and non-revenue fleet vehicles and maintenance vehicles, partially or entirely funded by Proposition K shall bear permanent signage as follows:

- a. For vehicles (revenue and non-revenue):

A decal or painted version of the TRANSPORTATION AUTHORITY'S official seal, 5 inches across. Non-revenue vehicles shall display the seal on either side or on the rear of the vehicle, at least 6 inches in from the perimeter of the surface where it is displayed. Transit and paratransit vehicles shall display the TRANSPORTATION AUTHORITY'S seal prominently inside the vehicle, either on the rear-facing driver privacy panel, or on a wall or ceiling graphic display panel. The seal shall be displayed including the following text, centered under the seal: *Paid for by Your Prop K Sales Tax*, in two rows, as illustrated below:



***Paid for by Your
Prop K Sales Tax***

4. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Studies and Reports

If any portion of GRANT funds is used for production of studies and reports, acknowledgment of the TRANSPORTATION AUTHORITY'S role shall be included in the documents. All reports prepared with funding from Proposition K shall bear the appropriate framed imprint on the back of the title page, right justified and printed in 12-point font. The Official TRANSPORTATION AUTHORITY seal, provided to RECIPIENT in digital format at the time of execution of the AGREEMENT, and sized

at 1 inch across, as shown below, shall be placed immediately to the right of the text frame bearing the attribution imprint.

- a. For reports entirely funded through Proposition K:

Preparation of this report was made possible by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds.



- b. For reports and studies partially funded through Proposition K:

Preparation of this report was made possible in part by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds.



5. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Flyers, Brochures, Posters, Websites and Other Similar Materials.

All flyers, brochures, posters, websites and other similar materials prepared with Proposition K funding shall include the TRANSPORTATION AUTHORITY'S logo and the following statement:

This project is made possible by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax Funds.

The logo should be grouped with any other participating agency. The logo and attribution shall be readily visibly and distinguishable from a normal viewing distance for the item being produced. One copy of all such materials shall be delivered to the TRANSPORTATION AUTHORITY for archival purposes.

I. Environmental Compliance

The RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements, findings and reports, and memoranda of agreement), and comply with any conditions and mitigation required or imposed as a part of a finding of no significant impact or a record of decision. All such mitigation measures are incorporated in this AGREEMENT by reference. Approval of this GRANT does not constitute approval of the PROJECT for California Environmental Quality Act (CEQA) purposes.

The following is applicable when RECIPIENT is the San Francisco Municipal Transportation Agency:

Prior to approval of the PROJECT for construction, the San Francisco Municipal Transportation Agency will conduct review under the CEQA. The San Francisco Municipal Transportation Agency shall not proceed with the approval of the PROJECT for construction until there has

been complete compliance with CEQA. Prior to billing for any construction funds, if requested by the TRANSPORTATION AUTHORITY, the San Francisco Municipal Transportation Agency will provide the TRANSPORTATION AUTHORITY with documentation confirming that CEQA review has been completed.

III. FINANCES

A. Documentation of Project Costs

All costs charged to the PROJECT, including any approved FORCE ACCOUNT services performed by the RECIPIENT, shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to the TRANSPORTATION AUTHORITY.

B. Records

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, and other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by the RECIPIENT for a period of five (5) years after the later of PROJECT closeout or termination of GRANT. Such PROJECT documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECT.

C. Reimbursements

Payment shall be made to the RECIPIENT for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the GRANT shall be upon written approval by the TRANSPORTATION AUTHORITY, upon submittal by the RECIPIENT of appropriate support documentation and identification of expenses incurred. Reimbursement shall be made on a quarterly basis. The TRANSPORTATION AUTHORITY, in consultation with the RECIPIENT, may provide an alternate reimbursement schedule or quarterly calendar to the RECIPIENT. However, RECIPIENT shall submit fourth (4th) quarter reimbursement requests or an expenditure accrual schedule in time to meet the TRANSPORTATION AUTHORITY'S Fiscal Year closing process. Except for the GRANT closeout or end of FISCAL YEAR billing, the minimum reimbursement request amount shall be \$5,000. In the case of GRANT closeout, the TRANSPORTATION AUTHORITY reserves the right to retain up to \$5,000 or 10% of the GRANT amount, whichever is less, until all project requirements, including special conditions and deliverables, have been met, and closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

Reimbursements shall not exceed the schedule shown in the PROPOSITION K REQUEST TABLE. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

D. Interest Expense

1. RECIPIENT acknowledges that the TRANSPORTATION AUTHORITY may have to issue debt to honor reimbursement requests, including, but not limited to, the planned reimbursement requests shown in the current PROPOSITION K REQUEST TABLE. If, as of the date of a reimbursement, the sum of the reimbursements for an Expenditure Plan line item exceeds such Expenditure Plan line item's cumulative pro-rata shares of Proposition K revenues as such revenues and pro-rations are shown in the current adopted

Proposition K Strategic Plan, and the TRANSPORTATION AUTHORITY issues debt to satisfy its reimbursement obligations to RECIPIENT or any other recipient of Proposition K revenues, then such Expenditure Plan line item shall be responsible for and allocated its pro-rata share of the costs and expenses of such debt, including all interest expense, fees, and other costs of issuance (collectively, "Debt Expenses"). Actual Debt Expenses shall be reported at the end of the FISCAL YEAR in which the reimbursement occurs, and such Debt Expenses will be charged against applicable Expenditure Plan line item reimbursement limits.

2. The TRANSPORTATION AUTHORITY may request updated PROPOSITION K REQUEST TABLES, and RECIPIENT shall respond to any such request within ten (10) business days. Changes in the PROPOSITION K REQUEST TABLE require approval by the TRANSPORTATION AUTHORITY. The most recently approved PROPOSITION K REQUEST TABLE will be the basis for determining Debt Expenses and reimbursement request limits.
3. Notwithstanding anything to the contrary within this Section III.D., in the event that the TRANSPORTATION AUTHORITY specifically issues debt on behalf of RECIPIENT's specific project, any Debt Expenses related to such debt will be directly allocated and charged against the applicable Expenditure Plan line item and not pro-rated as set forth in Section III.D.1.
4. Notwithstanding anything to the contrary within this Section III.D.1, in the event that this GRANT funds one of the four projects grandfathered from the Prop B Expenditure Plan, no finance costs will be assigned to the project. These four projects are the Third Street Light Rail Project, the New Central Subway Project, the Illinois Street Bridge Project and the Bernal Heights Project.

E. Proportional Expenditure of GRANT

If this GRANT leverages non-Prop K funds, the RECIPIENT shall not expend this GRANT at a rate greater than the percentage Proposition K fund share as listed in the Proposition K Sales Tax Program Allocation Request Form unless written approval by the TRANSPORTATION AUTHORITY is obtained to allow GRANT expenditure for a different percentage.

F. Proceeds from Sale of Equipment or Vehicles Purchased with GRANT

If RECIPIENT uses any portion of the GRANT to purchase equipment or vehicles, and later sells the equipment or vehicles, RECIPIENT shall return to the TRANSPORTATION AUTHORITY a portion of the proceeds from the sale of such assets. RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the net sales proceeds that is equal to the percentage of the original purchase price that consisted of GRANT funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

G. Return of Project Cost Savings

If the actual costs of the PROJECT are less than the amount budgeted or the amount advanced by the TRANSPORTATION AUTHORITY, RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the project cost savings that is equal to the percentage of the original project budget that consisted of Prop K grant funds. The

TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

IV. REPORTING

A. Progress Reports

As a condition for reimbursement, RECIPIENT shall submit quarterly progress reports through the TRANSPORTATION AUTHORITY'S online grants portal. RECIPIENT must submit a progress report for each grant regardless of progress made during the reporting period. The TRANSPORTATION AUTHORITY may, at its discretion, allow sponsors to submit one quarterly progress report covering multiple Proposition K grants for the same project.

RECIPIENT shall submit progress reports no later than April 15, July 15, October 15, and January 15. The TRANSPORTATION AUTHORITY in consultation with RECIPIENT may agree to an alternate reporting schedule for the RECIPIENT.

Progress reports shall address the current scope, schedule, cost and status of the project as listed in the Allocation Request Form or as listed in approved amendments; percent complete of the project's scope; and verification of compliance with the TRANSPORTATION AUTHORITY'S signage and attribution requirements.

B. Annual Reports

RECIPIENT shall submit no later than December 15 of each year a project update for potential inclusion in the TRANSPORTATION AUTHORITY Annual Report, in a format to be provided by the TRANSPORTATION AUTHORITY. This update shall include at least the following information: project sponsor, project contact, project description, project status including percent complete, expenditures, including SBE, DBE and LBE PROGRAM utilization to date and project goals, LOCAL HIRING PROGRAM utilization to date, and photos and other presentation quality materials. RECIPIENT shall limit this presentation to one page for all items except photos and one page for multiple photos. TRANSPORTATION AUTHORITY reserves the right to request hard copies of these reports.

V. AUDITS AND CLOSEOUT PROCEDURES

A. Ongoing

The TRANSPORTATION AUTHORITY reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. The TRANSPORTATION AUTHORITY will give advance notice of the requirement. The RECIPIENT shall permit the TRANSPORTATION AUTHORITY, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the PROJECT, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the PROJECT.

B. Closeout

PROJECT closeout occurs either when the TRANSPORTATION AUTHORITY notifies the RECIPIENT through the online grants portal, or when the RECIPIENT'S remittance of the proper refund has been acknowledged by the TRANSPORTATION AUTHORITY. Within ninety (90) days of the PROJECT completion date or termination by the TRANSPORTATION

AUTHORITY, whichever comes first the RECIPIENT shall submit a certified financial statement identifying all excess funds or ineligible expenditures, which the RECIPIENT shall be required to refund, as well as third party audit reports, as applicable, or provide a schedule and justification for an alternate closeout date. PROJECT closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. For multi-year AGREEMENTS, the TRANSPORTATION AUTHORITY may request closeout of a portion of a PROJECT as it is completed. Final reimbursement will be in accordance with TRANSPORTATION AUTHORITY policies and procedures.

RECIPIENT shall provide to the TRANSPORTATION AUTHORITY the following information at project closeout

1. Final Expenditure Report

This report shall consist of the total expenditures by funding source for the approved scope of work. The RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system.

RECIPIENT shall certify that the amounts sought are only for project elements included in the Proposition K Sales Tax Program Allocation Request Form.

2. SBE, DBE, LBE and LOCAL HIRING PROGRAMS Utilization Report

This report shall include a breakdown of work performed by RECIPIENT forces and the work that has been contracted out, including a breakdown of work contracted out to SBE, DBE, LBE and/or local residents, which includes the contract and project goals and utilization to date in terms of percents and dollar amounts as applicable.

3. Final Project Update

The RECIPIENT shall provide a final project update in the format that is specified for the TRANSPORTATION AUTHORITY'S Annual Report in Section IV. A. of this AGREEMENT.

These project closeout documents shall be submitted under the signature of staff authorized to execute the AGREEMENT.

Release of the final reimbursement request or allocation of additional grants shall be subject to fulfillment of required closeout materials. The TRANSPORTATION AUTHORITY reserves the right to retain up to \$5,000 or 10% of the GRANT, whichever is less, until all closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

C. Rescission of Authorization of Funds

The TRANSPORTATION AUTHORITY reserves the right to rescind its authorization of unneeded GRANT funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

D. Repayment of Ineligible Costs

The TRANSPORTATION AUTHORITY reserves the right to offset RECIPIENT payback of ineligible costs against future GRANT approvals for this PROJECT or other projects in the

EXPENDITURE PLAN for which RECIPIENT is the SPONSORING AGENCY.

VI. LIABILITY

A. Indemnification

RECIPIENT agrees to defend, indemnify and hold harmless the TRANSPORTATION AUTHORITY, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of the TRANSPORTATION AUTHORITY, its officers, employees and agents.

TRANSPORTATION AUTHORITY agrees to defend, indemnify and hold harmless the RECIPIENT, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of TRANSPORTATION AUTHORITY in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

In the event of concurrent negligence of RECIPIENT and TRANSPORTATION AUTHORITY, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

VII. DEFAULT

A. Termination for Cause

The RECIPIENT agrees that, upon ten (10) working days written notice, the TRANSPORTATION AUTHORITY may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the EXPENDITURE PLAN or Proposition K Sales Tax Program Allocation Request Form, unauthorized use of GRANT funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the PROJECT shall be deemed to be a breach of this AGREEMENT and cause for termination.

B. Correction of Breach

With respect to any breach, which is reasonably capable of being cured, the RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If the RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted in writing by the TRANSPORTATION AUTHORITY.

C. Obligations

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by the RECIPIENT before the termination date, to the extent those obligations cannot be canceled.

VIII. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the

parties except as expressly set forth herein, or in other contemporaneous written agreements.

IX. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

X. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of the TRANSPORTATION AUTHORITY. None of the RECIPIENT'S agents or employees shall be agents or employees of the TRANSPORTATION AUTHORITY.

XI. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

XII. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the TRANSPORTATION AUTHORITY or the RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

XIII. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TRANSPORTATION AUTHORITY programmed funds for the aforementioned purpose.

XIV. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

Attachment: Proposition K Sales Tax Program Allocation Request Form, attached and incorporated by this reference.

San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form

FY of Allocation Action: 2016/17

Project Name: Downtown Ferry Terminal - South Basin Improvements

Grant Recipient: Port of San Francisco

EXPENDITURE PLAN INFORMATION

Prop K EP category: Ferry: (EP-9)

Prop K EP Line Number (Primary): 9 Current Prop K Request: \$ 1,100,000

Prop K Other EP Line Numbers: _____

Prop AA Category: _____

Current Prop AA Request: \$ -

Supervisory District(s): District 03

REQUEST

Brief Project Description (type below)

The South Basin Improvements will expand berthing capacity by up to 67% at the Downtown Ferry Terminal to support new and existing ferry services to San Francisco. The project also includes landside improvements needed to accommodate expected increases in ridership as new services from Treasure Island, Richmond, and other locations begin operation. Project will also support improved emergency response capabilities.

Detailed Scope, Project Benefits and Community Outreach (type below)

This project includes the construction of two new ferry gates and new passenger waiting and queuing areas, as well as the demolition, removal, repair, and replacement of existing substandard facilities. The additional berthing and passenger circulation capacity is required to support future ferry services to the Downtown Ferry Terminal, including new services from Treasure Island, Richmond, and other locations currently under study. Additionally, the new facilities will enhance the Port of San Francisco (Port) and the San Francisco Bay Area Water Emergency Transportation's (WETA) ability to provide water transit services in the event of an emergency.

The Port and WETA conducted extensive early stakeholder outreach prior to and during planning/conceptual engineering work for the project, including interviews and meetings with local neighborhood groups, advocacy organization, interested individuals, Port Advisory Groups, and ferry riders.

See attached scope description for additional details.

Project Location (type below)

Downtown Ferry Terminal

Project Phase (select dropdown below)

Construction (CON)

San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form

Map or Drawings Attached? Yes

Other Items Attached? Yes

5YPP/STRATEGIC PLAN INFORMATION

Type of Project in the Prop K
5YPP/Prop AA Strategic Plan? Named Project

Is the requested amount greater
than the amount programmed in
the relevant 5YPP or Strategic
Plan? Less than or Equal to Programmed Amount

Prop K 5YPP Amount: \$ 1,100,000 Prop AA
Strategic Plan
Amount: _____

Downtown Ferry Terminal Expansion - South Basin Improvements On-Site Construction

Background

The Downtown San Francisco Ferry Terminal currently accommodates six ferry routes serving more than 10,000 passengers with approximately 130 ferry arrivals and departures daily. In 2003 the Port of San Francisco completed the first phase of the Downtown Ferry Terminal Expansion project, including construction of Gates B and E, which today support the Alameda/Oakland, Alameda Harbor Bay, Vallejo, and Tiburon ferry services.

The South Basin Improvements project is the second phase of the expansion project and will construct additional ferry gates, improve pedestrian circulation and ferry patron boarding, enhance emergency response capabilities, and accommodate anticipated increases in ferry ridership as new ferry services from downtown San Francisco to Richmond, Treasure Island, and other routes currently under study are introduced.

Near-term expansion plans:

- 2018: *Richmond Ferry Service*
- 2020: *A third terminal in Alameda, at Seaplane Lagoon*
- 2022: *Treasure Island Ferry Service*

In late 2010, prior to the environmental review process, Port and Water Emergency Transportation Authority (WETA) staff conducted a series of stakeholder interviews to inform interested parties about the Downtown Ferry Terminal Expansion project. Key project stakeholders included Port tenants with long-term leasehold interests, located within the Ferry Building Area. Transportation agencies that are tenants in the Ferry Building area were also consulted, including the Bay Area Rapid Transit District (BART), Golden Gate Ferry and Amtrak. In addition, the team met with regulatory agencies such as the Bay Conservation and Development Commission (BCDC) and the State Historic Preservation Officer (SHPO) to get early input and direction. Input obtained from these interviews was documented and considered in the development of the preliminary project design.

During environmental review, completed in late 2014, federal, state and local agencies with jurisdiction over resources that could be affected by the project, or that have technical expertise on an issue relevant to the project, were formally invited to participate. Agencies that participated included: National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers, U.S. Coast Guard, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, California State Lands Commission, BCDC, Bay Area Air Quality Management District, and BART. In addition, Port and WETA staff worked closely with the San Francisco Planning Department and the San Francisco Municipal Transportation Agency (SFMTA) on the transportation circulation analysis.

The Port and WETA have continued outreach efforts to involve stakeholders throughout development of the projects. Staff has presented updates on the project to several organizations, including the Port's Northeastern Waterfront Advisory Group, Maritime Commerce Advisory Committee and Waterfront Design Advisory Committee, the San Francisco Historical Preservation Commission and the BCDC Design Review Board.

Regular project updates are posted to both the Port's website (<http://sfport.com/downtown-ferry-terminal-expansion>) and WETA's website (<http://sanfranciscobayferry.com/weta/downtown-sf-terminal-expansion-project>).

Downtown Ferry Terminal Expansion - South Basin Improvements On-Site Construction

South Basin Improvements Scope

The construction phase scope will include:

Early Construction Work: (not part of subject request)

- Demolition and removal of Pier 2
- Pile driving
- Dredging for 2 new ferry gates

On-Site Construction: (subject request)

- Construction of Gates F and G
- Reconstruction of existing ferry Gate E
- Construction of new access deck
- Floats, gangways, and portal entrances
- Architectural finishes:
 - Granite pavers, access gates, canopy structure gate, guardrails, etc.
- Installation of passenger amenities:
 - Weather protection canopies
 - seating
 - landscaping
 - signage
- Installation of utilities
 - Electrical for lighting, power and communications
 - Water for fire protection and wash-down and ballasting
- South apron improvements
 - Install stairs and access ramp
 - Resurfacing
 - Install guardrail and lighting
- Mitigation measures for off-site impacts identified during environmental review
 - Modify the intersection signal timing for the Embarcadero mid-block crossing at the Ferry Building Southbound and Northbound to allow for longer pedestrian crossing times.
 - Widen the pedestrian crosswalk at the Embarcadero and Market Street Southbound from the current 42 feet to a minimum of 72 feet.

Implementation

Project construction is being awarded in two phases:

Early Construction Work – demolition, pile driving and dredging

Design is complete. The construction contract was awarded and Notice to Proceed was issued in January 2017.

On-Site Construction – construction of additional berthing and passenger circulation capacity

Design for will be completed during construction of Phase 1. Contract amendment to incorporate Phase 2 anticipated in June 2017 and Notice to Proceed in July 2017.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

Project Name: Downtown Ferry Terminal - South Basin Improvements

ENVIRONMENTAL CLEARANCE

Environmental Type: EIR/EIS

PROJECT DELIVERY MILESTONES

Enter dates below for ALL project phases, not just for the current request, based on the best information available. For PLANNING requests, please only enter the schedule information for the PLANNING phase.

Phase	Start		End	
	Quarter	Calendar Year	Quarter	Calendar Year
Planning/Conceptual Engineering (PLAN)	Jul-Sep	2010	Apr-Jun	2012
Environmental Studies (PA&ED)	Jul-Sep	2012	Oct-Dec	2014
Right-of-Way				
Design Engineering (PS&E)	Oct-Dec	2014	Jul-Sep	2017
Advertise Construction	Oct-Dec	2016		
Start Construction (e.g. Award Contract)	Jan-Mar	2017		
Operations (i.e., paratransit)				
Open for Use			Oct-Dec	2019
Project Completion (means last eligible expenditure)			Oct-Dec	2019

SCHEDULE DETAILS

Provide dates for any COMMUNITY OUTREACH planned during the requested phase(s). Identify PROJECT COORDINATION with other projects in the area (e.g. paving, MUNI Forward) and relevant milestone dates (e.g. design needs to be done by DATE to meet paving schedule). List any timely use-of-funds deadlines (e.g. federal obligation deadline). If a project is comprised of MULTIPLE SUB-PROJECTS, provide milestones for each sub-project. For PLANNING EFFORTS, provide start/end dates for each task.

This project will be constructed in two phases: Phase 1 - Early Construction and Phase 2 - On-Site Construction.

- January 2017: Phase 1 contract award and NTP issued.
- May 2017: Expected completion of Phase 1.
- June 2017: Contract amendment for Phase 2.
- July 2017: Issue NTP for Phase 2.
- Late 2019: Project completion.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

Project Name: Downtown Ferry Terminal - South Basin Improvements

FUNDING PLAN - FOR CURRENT REQUEST

Enter the funding plan for the phase(s) that are the subject of the CURRENT REQUEST. Totals should match those shown in the Cost Summary below.

Fund Source	Planned	Programmed	Allocated	Total
Prop K	\$ -	\$ 1,100,000	\$ -	\$ 1,100,000
Prop AA	\$ -	\$ -	\$ -	\$ -
Regional Measure 2	\$ -	\$ -	\$ 20,096,000	\$ 20,096,000
California Transit Grant Program - Regional Public Waterborne Transit	\$ -	\$ -	\$ 46,911,000	\$ 46,911,000
FTA Passenger Ferry Grant Program Funds	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000
FHWA - Ferry Boat Formula Program Funds			\$ 908,000	\$ 908,000
	\$ -	\$ -	\$ -	\$ -
Total:	\$ -	\$ 1,100,000	\$ 71,915,000	\$ 73,015,000

FUNDING PLAN - FOR ENTIRE PROJECT (ALL PHASES)

Enter the funding plan for all phases (planning through construction) of the project. This section may be left blank if the current request covers all project phases. Totals should match those shown in the Cost Summary below.

Fund Source	Planned	Programmed	Allocated	Total
Prop K	\$ -	\$ 1,100,000	\$ -	\$ 1,100,000
Prop AA	\$ -	\$ -	\$ -	\$ -
Regional Measure 2	\$ -	\$ -	\$ 21,969,000	\$ 21,969,000
California Transit Grant Program - Regional Public Waterborne Transit	\$ -	\$ -	\$ 49,103,000	\$ 49,103,000
FTA Passenger Ferry Grant Program Funds	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000
Federal Transit Capital Investment Grant	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000
FHWA - Ferry Boat Formula Program Funds	\$ -	\$ -	\$ 908,000	\$ 908,000
Total:	\$ -	\$ 1,100,000	\$ 78,480,000	\$ 79,580,000

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

COST SUMMARY

Show total cost for ALL project phases (in year of expenditure dollars) based on best available information. Source of cost estimate (e.g. 35% design, vendor quote) is intended to help gauge the quality of the cost estimate, which should improve in reliability the farther along a project is in its development.

Phase	Total Cost	Prop K - Current Request	Prop AA - Current Request	Source of Cost Estimate
Planning/Conceptual Engineering (PLAN)	\$ -	\$ -		
Environmental Studies (PA&ED)	\$ 2,820,000	\$ -		based on actual cost
Right-of-Way	\$ -	\$ -		
Design Engineering (PS&E)	\$ 3,745,000	\$ -	\$ -	based on actual cost
Construction (CON)	\$ 73,015,000	\$ 1,100,000	\$ -	based on most recent engineer's estimate and the award of Early Construction Work.
Operations (Paratransit)	\$ -	\$ -		
Total:	\$ 79,580,000	\$ 1,100,000	\$ -	

% Complete of Design: as of
 Expected Useful Life: Years

PROPOSED REIMBURSEMENT SCHEDULE FOR CURRENT REQUEST (Instructions as noted below)

Use the table below to enter the proposed reimbursement schedule for the current request. Prop K and Prop AA policy assume these funds will not be reimbursed at a rate greater than their proportional share of the funding plan for the relevant phase unless justification is provided for a more aggressive reimbursement rate. If the current request is for multiple phases, please provide separate reimbursement schedules by phase. If the proposed schedule exceeds the years available, please attach a file with the requested information.

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21+	Total
Prop K	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ 1,100,000
Prop AA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form
Project Name: Downtown Ferry Terminal - South Basin Improvements

MAJOR LINE ITEM BUDGET

PROJECT BUDGET - CONSTRUCTION

SUMMARY BY MAJOR LINE ITEM (BY AGENCY LABOR BY TASK)					
Budget Line Item	Totals	% of contract	WETA	Contractor	Contractor
1. Contract					
Task 1: Early Construction (not eligible for subject request)	\$ 13,173,750				\$ 13,173,750
Task 2: On-Site Construction	\$ 42,743,210				\$ 42,743,210
Mitigation Allowance *	\$ 3,270,000			\$ -	\$ 3,270,000
Contract Subtotal	\$ 59,186,960				\$ 59,186,960
2. Construction Management/Support	\$ 3,300,000	5%	\$ 1,318,000		\$ 4,618,000
3. Other Direct Costs **	\$ 2,500,000				\$ 2,500,000
4. Contingency	\$ 6,710,040	12%			\$ 6,710,040
TOTAL CONSTRUCTION PHASE	\$ 71,697,000		\$ 1,318,000	\$ -	\$ 73,015,000

* Includes allowances for off-site transportation mitigation measures that WETA has committed to implement in the project EIR/EIS.

** Includes permit fees; peer review, legal and other consultant services, rental of project office, and other project expenses.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

TRANSPORTATION AUTHORITY RECOMMENDATION

This section is to be completed by Transportation Authority Staff.

Last Updated: 4/19/2017 **Res. No:** 2017-046 **Res. Date:** 5/23/2017

Project Name: Downtown Ferry Terminal - South Basin Improvements

Grant Recipient: Port of San Francisco

		Action	Amount	Phase
Funding Recommended:		Prop K Allocation	\$ 1,100,000	Construction (CON)
		Total:	\$ 1,100,000	

Total Prop K Funds: \$ 1,100,000 **Total Prop AA Funds:** \$ -

Justification for multi-phase recommendations and notes for multi-sponsor recommendations:

Fund Expiration Date: 12/31/2020 **Eligible expenses must be incurred prior to this date.**

Intended Future Action	Action	Amount	Fiscal Year	Phase

Trigger:

Deliverables:

1. Over the course of the project quarterly progress reports should include 2-3 digital photos of work in progress and/or of completed work.
2.

Special Conditions:

1. The Port of San Francisco may not incur expenses for the construction phase until Transportation Authority staff releases the funds (\$1,100,000) pending receipt of evidence of completion of design (e.g. copy of certifications page).
2.
3.

Notes:

1. As a reminder, construction signs and any press releases, project fact sheets, and other communication materials produced about the project must include Prop K attribution. See the Standard Grant Agreement for details.
2.

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

TRANSPORTATION AUTHORITY RECOMMENDATION

This section is to be completed by Transportation Authority Staff.

Last Updated: 4/19/2017 **Res. No.:** 2017-046 **Res. Date:** 5/23/2017

Project Name: Downtown Ferry Terminal - South Basin Improvements

Grant Recipient: Port of San Francisco

Metric	Prop K	Prop AA
Actual Leveraging - Current Request	98.49%	No Prop AA
Actual Leveraging - This Project	98.62%	No Prop AA

SFCTA Project
Reviewer: P&PD

SGA PROJECT NUMBER

Sponsor: Port of San Francisco

SGA Project Number: 109-913004 **Name:** Downtown Ferry Terminal - South Basin Improvements

Phase: Construction **Fund Share:** 1.51%

Cash Flow Distribution Schedule by Fiscal Year

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21+	Total
Prop K		\$440,000	\$440,000	\$220,000		\$1,100,000

**San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form**

FY of Allocation Action: 2016/17

Current Prop K Request: \$ 1,100,000

Current Prop AA Request: \$ -

Project Name: Downtown Ferry Terminal - South Basin Improvements

Grant Recipient: Port of San Francisco

1) The requested sales tax and/or vehicle registration fee revenues will be used to supplement and under no circumstance replace existing local revenues used for transportation purposes.

Required for Allocation Request Form Submission Initials of sponsor staff member verifying the above statement
JH

CONTACT INFORMATION

Project Manager

Grants Section Contact

Name: Mike Gougherty

Meghan Wallace

Title: Senior Planner (for WETA)

Finance and Procurement Manager

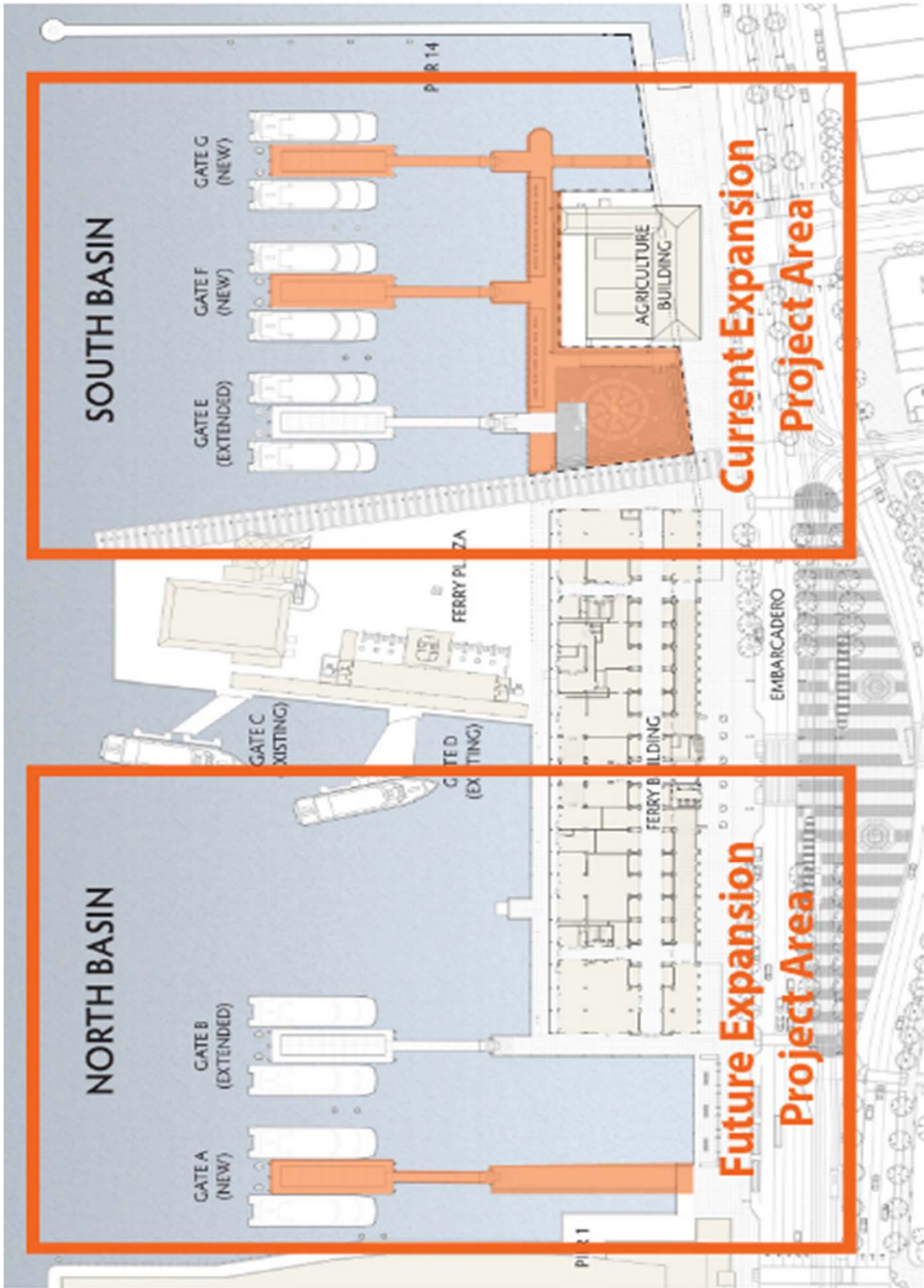
Phone: (415) 364-3189

(415) 275-0426

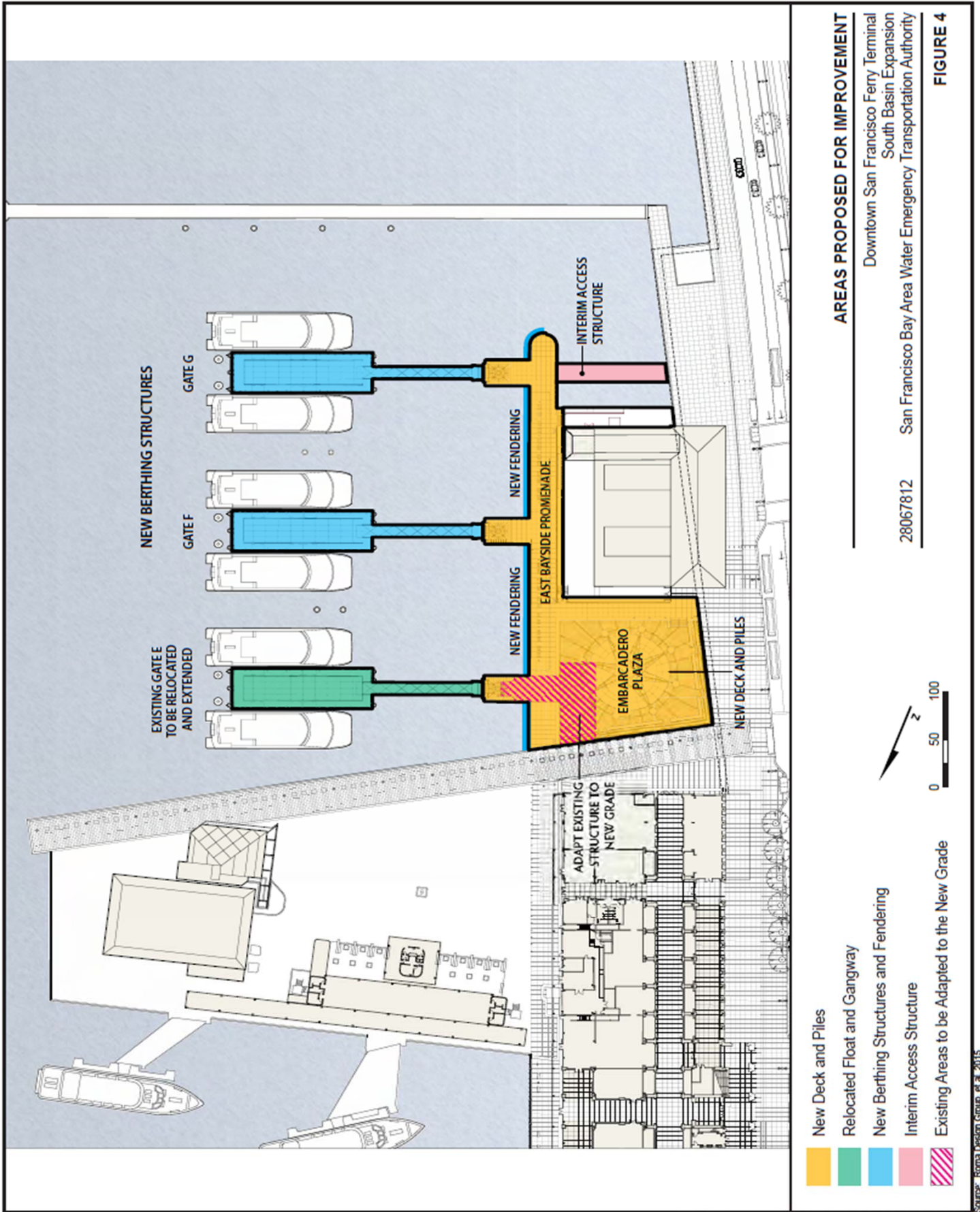
Email: gougherty@watertransit.org

meghan.wallace@sfport.com

MAPS AND DRAWINGS



San Francisco County Transportation Authority
 Prop K/Prop AA Allocation Request Form

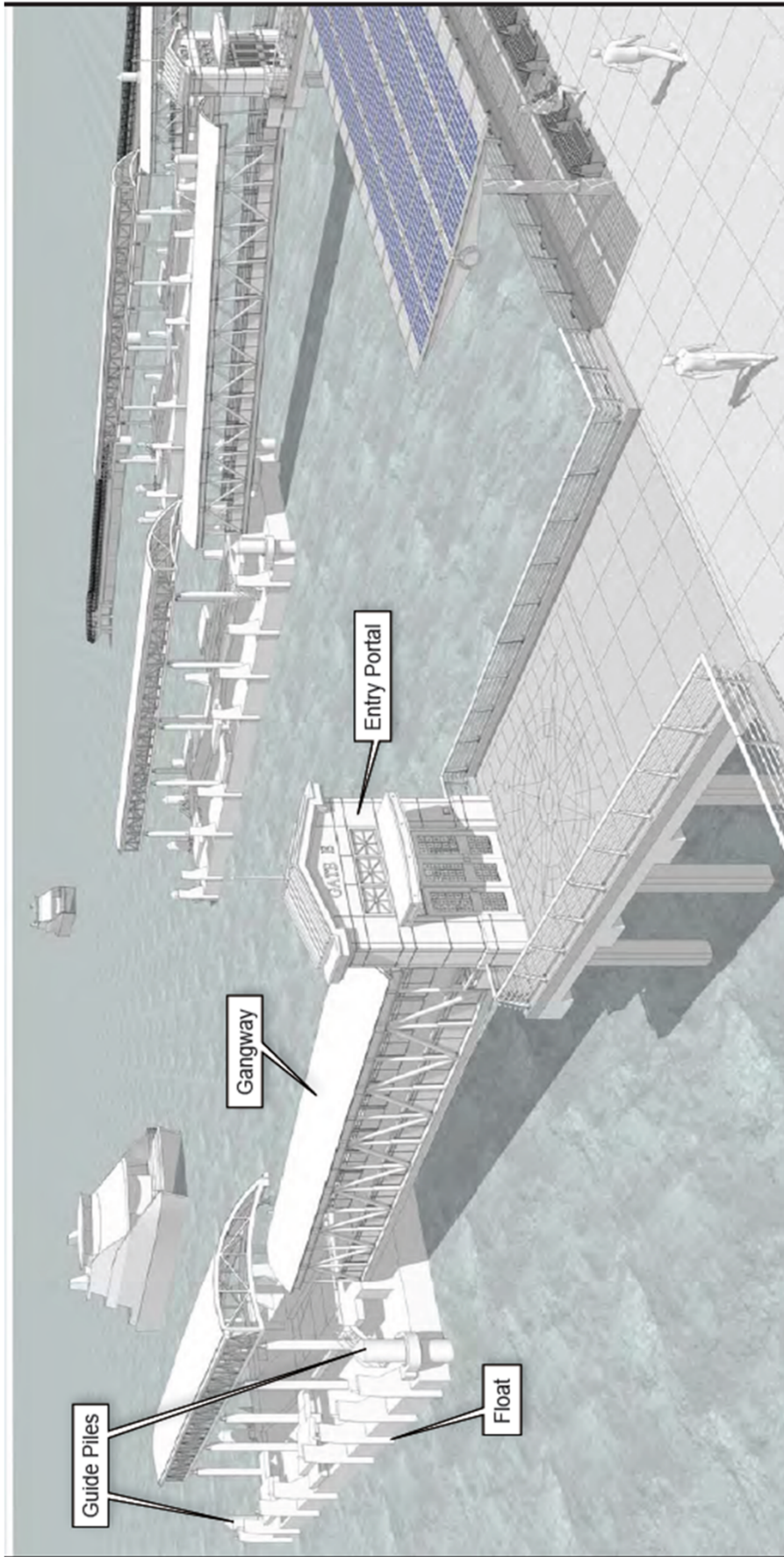


AREAS PROPOSED FOR IMPROVEMENT
 Downtown San Francisco Ferry Terminal
 South Basin Expansion
 San Francisco Bay Area Water Emergency Transportation Authority

28067812

FIGURE 4

San Francisco County Transportation Authority
Prop K/Prop AA Allocation Request Form



SIMULATED VIEW OF BERTHING FACILITIES

Downtown San Francisco Ferry Terminal
South Basin Expansion
San Francisco Bay Area Water Emergency Transportation Authority

FIGURE 5

Source: Roma Design Group, et al., 2015

ATTACHMENT 2

Memorandum of Understanding

Proposition K Grant for Downtown Ferry Terminal - South Basin Improvements

This memorandum of understanding (the “MOU”) is entered into by and between the San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) and the City and County of San Francisco, acting by and through the San Francisco Port Commission (“Port”). This MOU is entered into on the basis of the following facts, understandings, and intentions of the parties:

- A. In November 2003, San Francisco voters approved Proposition K, a half-cent local sales tax for transportation that is administered by the San Francisco County Transportation Authority (“SFCTA”).
- B. The Proposition K Expenditure Plan describes the types of projects that are eligible for funds, establishes limits on sales tax funding by Expenditure Plan line item, and sets expectations for leveraging of sales tax funds.
- C. Category nine of the voter-approved Expenditure Plan is for “Improvements to downtown ferry terminals to accommodate increases in ferry ridership. Included are additional intermodal connections, new ferry berths, improved emergency response systems, and landside improvements to serve increased passenger flows. Also included is rehabilitation of passenger-serving facilities. Includes project development and capital costs.” There are two eligible sponsoring agencies for projects in this category: the Port of San Francisco and the Golden Gate Bridge, Highway and Transportation District.
- D. The Proposition K Expenditure Plan requires that each programmatic category (including category nine for ferries) develop a 5-Year Prioritization Program (“5YPP”) prior to receiving Proposition K allocations.
- E. The 5YPP for category 9 for fiscal years 2014-15 through 2018-19 included \$1,100,000 for the Downtown Ferry Terminal – South Basin Improvements.
- F. On May 23, 2017 the SFCTA passed resolution 17-46 allocating \$1,100,000 to the Downtown Ferry Terminal – South Basin Improvements.
- G. WETA is delivering the Downtown Ferry Terminal – South Basin Improvements as part of its Downtown San Francisco Ferry Terminal Expansion Project (“Project”).
- H. WETA and the Federal Transit Administration (“FTA”) completed a Final Environmental Impact Statement/Environmental Impact Report (State Clearing House No. 2011032066, October 2014) that meets requirements of both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for environmental clearance of the Project.
- I. As the Proposition K project sponsor, the Port is responsible for ensuring that Proposition K funds are expended in accordance with the terms laid out in the Standard Grant

Agreement dated _____ between SFCTA and the Port (“SGA”), a copy of which is attached hereto as Exhibit _.

- J. As the entity delivering the Project, WETA is responsible for complying with all provisions laid out in the SGA and seeking reimbursement of eligible expenses through the Port.
- K. The Port and WETA, through this MOU, wish to set forth the essential understandings, and agreements, as they relate to expenditure and administration of Proposition K grant funds for the Project in accordance with the SGA.

Now, therefore, it is agreed as follows:

1. By executing this MOU, the Port agrees to serve as the pass-through agent for WETA on the Proposition K grant funds for the Project. The Port will serve as the conduit for seeking reimbursement from SFCTA for eligible project expenses incurred by WETA.
2. The Port will have no obligation under this MOU or otherwise to reimburse WETA for any project expenses invoiced to Proposition K grant funds for which the SFCTA fails to make a reimbursement for any reason.
3. Both parties agree to the following breakdown of their roles, as it pertains to each major section of Section 2, Standard Terms and Conditions, of the SGA (numbers correspond to SGA sections):

SGA Section	WETA Responsible	Port Responsible	Notes	
II	A	X		
	B	X		
	C	X	X	
	D	X		
	E	X	X	
	F	X		
	G	X	X	
	H	X		
	I	X		
III	A	X		
	B	X	X	WETA shall maintain all records. Port’s record retention responsibility limited to maintaining documents it receives and reviews to facilitate reimbursements
	C	X	X	Please see section 5 and 6 below chart for procedure notes.
	D	X		
	E	X		
	F	X		
	G	X	X	If cost savings must be returned, WETA is responsible for returning funds to the Port who will then reimburse SFCTA.
IV	A-	X		

	B			
V	A	X	X	Port's role is limited to providing information on the materials it has reviewed to process reimbursement requests. WETA has lead responsibility on audits and will accommodate audit staff at its office, if needed.
	B	X	X	WETA will prepare all materials, including certified financial statement, and provide to the Port for review and transmissions to SFCTA.
	C	X	X	
	D	X	X	
VI	A	X	X	
VII	A	X	X	
	B	X	X	
	C	X	X	
VIII		X	X	
IX		X	X	
X		X	X	
XI		X	X	
XII		X	X	
XIII		X	X	
XIV		X	X	

4. Reimbursements will be sought on a quarterly basis in accordance with Section III.G of the SGA. Within two weeks after receipt of a complete reimbursement request package, the Port will transmit the request to SFCTA. The Port will reimburse WETA within two weeks of receipt of funds from SFCTA.
5. WETA agrees to provide the Port with reimbursement requests that include appropriate support documentation and identification of expenses incurred. The reimbursement package will include:
 - a. A cover page identifying the grant, the requested reimbursement amount, and the remaining grant balance;
 - b. A breakdown of the types of expenses incurred, the total for each type, and the proportion of expenses billed to Proposition K verses other fund sources;
 - c. A detailed summary of the non-labor expenses, summarized by vendor or contractor; and
 - d. Any other information reasonably requested by the Port or WETA.
6. WETA agrees to comply with the deliverables and special conditions described on the Transportation Authority Recommendation of the Proposition Allocation Request Form appended to the SGA.

WETA and the Port of San Francisco have entered into this Memorandum of Understanding as of the last date set forth below.

**San Francisco Bay Area Water
Emergency Transportation
Authority**

**City and County of San
Francisco, acting by and through
the San Francisco Port
Commission**

By: _____

Nina Rannells
Executive Director

Date: _____

Reviewed:

By: _____

Elaine Forbes
Executive Director

Date: _____

Reviewed:

**Dennis J. Herrera
City Attorney**

By: _____

Madeline Chun
Legal Counsel to WETA

By: _____

Eileen Malley
Deputy City Attorney