



Members of the Board

Charlene Haught Johnson, Chair
Anthony J. Intintoli, Jr., Vice Chair
Gerald Bellows
Beverly Johnson
John O'Rourke

**MEETING AGENDA FOR THE WETA
BOARD OF DIRECTORS**

Thursday, March 5, 2009, 1:00 P.M. to 4:00 P.M.

**San Francisco Bay Area Water
Emergency Transportation Authority**
Pier 9, Suite 111
San Francisco

The full agenda packet is available for download at www.watertransit.org.

AGENDA

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please contact the Board Secretary at least five (5) working days prior to the meeting to ensure availability.

PUBLIC COMMENT The Water Emergency Transportation Authority welcomes comments from the public. Speakers' cards and a sign-up sheet are available. Please forward completed speaker cards to the Board Secretary.

Non-Agenda Items: A 15 minute period of public comment for non-agenda items will be held at the end of the meeting. Please indicate on your speaker card that you wish to speak on a non-agenda item. No action can be taken on any matter raised during the public comment period. Speakers will be allotted no more than three (3) minutes to speak and will be heard in the order of sign-up.

Agenda Items: Speakers on individual agenda items will be called in order of sign-up after the discussion of each agenda item and will be allotted no more than three (3) minutes to speak. You are encouraged to submit public comments in writing to be distributed to all Directors.

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|--|---------------------------|
| 1. <u>CALL TO ORDER – BOARD CHAIR</u> | <i>Information</i> |
| 2. <u>ROLL CALL/PLEDGE OF ALLEGIANCE</u> | <i>Information</i> |
| 3. <u>REPORT OF BOARD CHAIR</u> | <i>Information</i> |
| 4. <u>REPORTS OF DIRECTORS</u> | <i>Information</i> |
| 5. <u>REPORTS OF STAFF</u> | <i>Information</i> |
| a. Executive Director's Report | |
| b. Legislative Report - Federal | |
| 6. <u>CONSENT CALENDAR</u> | <i>Action</i> |

Water Emergency Transportation Authority
March 5, 2009 Meeting of the Board of Directors

a. Minutes of February 5, 2009

- | | |
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| 7. <u>APPROVE AGREEMENT WITH THE CITY OF SAN FRANCISCO FOR GRANT FUNDS TO SUPPORT TREASURE ISLAND FERRY TERMINAL DESIGN</u> | Action |
| 8. <u>APPROVE CONTRACT AWARD TO SKIDMORE, OWINGS AND MERRILL FOR DESIGN OF THE TREASURE ISLAND FERRY TERMINAL</u> | Action |
| 9. <u>OUTREACH AND APPROVAL PROCESS FOR THE WETA TRANSITION PLAN AND EMERGENCY WATER TRANSPORTATION SYSTEM MANAGEMENT PLAN</u> | Information |
| 10. <u>APPROVE FUNDING AGREEMENT FOR SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A FUNDS TO SUPPORT SOUTH SAN FRANCISCO FERRY TERMINAL CONSTRUCTION</u> | Action |
| 11. <u>RECESS INTO CLOSED SESSION</u> | |
| a. <u>CONFERENCE WITH REAL PROPERTY NEGOTIATORS</u>
Property: Oyster Point Marina Terminal Facility
Agency Negotiators: Nina Rannells and John Sindzinski, San Francisco Bay Area Water Emergency Transportation Authority
Negotiating Parties: City of South San Francisco, San Mateo County Harbor District. State Department of Boating and Waterways
Under Negotiation: Lease terms | Action
To Be Determined |
| b. <u>PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT</u>
Title: Executive Director | Action
To Be Determined |
| 12. <u>REPORT OF ACTIVITY IN CLOSED SESSION</u>
Chair will report any action taken in closed session that is subject to reporting at this time. Action may be taken on matters discussed in closed session. | Action
To Be Determined |
| 13. <u>OPEN TIME FOR PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA</u> | |

ADJOURNMENT

Water Emergency Transportation Authority (WETA) meetings are wheelchair accessible. Upon request WETA will provide written agenda materials in appropriate alternative formats to individuals with disabilities. Please send a written request to contactus@watertransit.org or call (415) 291-3377 at least five (5) days before the meeting. Under Cal. Gov't. Code sec. 84308, Directors are reminded that they must disclose on the record of the proceeding any contributions received from any party or participant in the proceeding in the amount of more than \$250 within the preceding 12 months. Further, no Director shall make, participate in making, or in any way attempt to influence the decision in the proceeding if the Director has willfully or knowingly received a contribution in an amount of more than \$250 within the preceding 12 months from a party or such party's agent, or from any participant or his or her agent, provided, however, that the Director knows or has reason to know that the participant has a financial interest in the decision. For further information, Directors are referred to Gov't. Code sec. 84308 and to applicable regulations.

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Peter Friedmann
Of Counsel

OurManInDC@FederalRelations.com

DATE: February 26, 2009

TO: WETA Board and Acting Executive Director

FROM: Peter Friedmann
Tel: 202-783-3333 Fax: 202-783-4422 OurManInDC@FederalRelations.com

SUBJECT: WETA Federal Relations Board Report

Congress has started off with a flurry of legislation, including unprecedented spending. Fortunately, reflecting our going efforts, some of that spending is directed to ferry transit in general, and WETA in particular. But now is no time to rest as we are working to direct stimulus funds to WETA, to capture an appropriations earmark for WETA, and to propose new ferry programs that will favor WETA.

Economic Stimulus

\$887 billion to stimulate the economy, approximately \$68 billion dollars for infrastructure, and \$60 million dollars for ferry boats. This money is currently being allocated to the states, and from the states to individual ferry authorities and projects. Washington state ferries took the lead to gain inclusion of \$60 million in the Senate Stimulus, and we took the lead on the House side, to assure that it stayed in the final Stimulus package.

Our efforts now have turned to maximizing the amount of the Stimulus ferry money coming to California and working closely with WETA professional staff in directing those funds to WETA. This process will take several months.

Maritime Unions – A Key Partner

In addition to joint lobbying with the shipyards, key to our effort on the Stimulus was the ongoing close working relationship in Washington, DC with the maritime labor unions, specifically Masters, Mates and Pilots (MMP), Marine Engineers Beneficial Association (MEBA), ILWU, and IBU. They joined us in lobbying meetings and communications to the Delegation. This is a relationship that was a core component of our federal legislative strategy from the outset and has been maintained and expanded. It will be critical to our success in upcoming legislative efforts. We have specific plans for joint activities in the near future.

Appropriations

Each year we have gained various amounts directed specifically to WETA. These are, of course, in addition to the annual \$2.5 million that is set-aside for WETA each year from the previous Transportation Authorization bill. The FY09 appropriation is approximately \$475,000. These additional annual appropriations can be used for ferry boats, terminals, or a ferry maintenance facility. Final approval by Congress of the FY09 appropriations bill should be accomplished by the first week of March, and could be spent immediately upon receipt.

We have submitted a request for \$3 million for Fiscal Year 2010, marshalling our allies, and meetings with the Speaker, Rep. Lee and Senator Murray, and their staff.

Looking Ahead – The Next Transportation Authorization Bill

We have been working ambitiously with other public ferry systems, with the WETA Congressional Delegation (which includes Washington State and California Representatives and Senators), with the maritime unions, and the shipyards to create new federal programs supporting ferry transit nationwide.

As a result, in the next few weeks a comprehensive ferry program will be introduced in the form of Senate and House legislation. Thus begins the process of gaining inclusion in the upcoming Transportation Authorization Act. Over the course of this year, Congress will develop this massive transportation funding bill. It will allocate close to \$400 million (or more) from federal gas tax revenues to highways and transit. It will contain new provisions, including “short sea shipping” to facilitate waterborne freight movement, new environmental programs, and if we are successful, a significant increase in support for ferries. The legislation to be introduced shortly would raise ferry funding to as much as \$200 million per year. We are working closely with other public ferry systems, and have already been in discussions with Senator Boxer and the Speaker’s office to develop a formula for distribution that reflects WETA’s unique characteristics.

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

MINUTES OF THE BOARD OF DIRECTORS MEETING

(February 5, 2009)

The Board of Directors of the San Francisco Bay Area Water Emergency Transportation Authority met in regular session at Alameda City Hall West, Room 201, Alameda, CA.

1. ROLL CALL AND CALL TO ORDER

Chair Charlene Haught Johnson called the meeting to order at 1:05 p.m. Directors present were Chair Johnson, Vice Chair Anthony Intintoli, Director Gerald Bellows and Director John O'Rourke. Director Beverly Johnson arrived at 1:15 p.m. Director Intintoli led the Pledge of Allegiance.

2. REPORT OF BOARD CHAIR

Chair Johnson noted that former WETA staff member Mary Culnane was present and thanked her again for her service to WETA. Chair Johnson added that *Gemini* was now in service on a morning run to Tiburon and would soon begin service to Alameda and Oakland.

3. REPORT OF DIRECTORS

None.

4. REPORTS OF STAFF

Executive Director Jon Stanley updated the board on the status of WETA's second vessel, *Pisces*, which was to set to launch in Washington that weekend. He noted that WETA consultant Charlie Walther was on site to witness the launch for WETA. Mr. Stanley noted that delivery was planned for March 2009 and that like *Gemini*, *Pisces* would go into service under a bareboat charter and was expected to be put into service on the Harbor Bay Isle route.

Mr. Stanley stated that work on the Transition Plan continued and that the internal staff review was proceeding with significant editing. He stated that once the review and editing was completed that WETA would convene the core team for a final review prior to a presentation to the WETA Board to be followed by release to the public. He noted that the three public meetings to be held in Vallejo, Alameda and San Francisco would be conducted and the public comments would then be incorporated into the draft Transition Plan. Mr. Stanley outlined the process further, stating that the final Draft Transition Plan would be presented to the WETA Board at the May meeting, after which comments/revisions would be incorporated for a Final Transition Plan presentation and adoption at the June meeting. He added that staff would brief each of the board members individually on the draft plan prior to the next Board meeting. Mr. Stanley also noted that staff continued to hold meetings with Vallejo and Alameda on the issues to be negotiated regarding the transition of ferry service to WETA.

Mr. Stanley added that the Emergency Response plan was also underway, with an internal outline prepared for a series of stakeholder meetings that would begin the following week. He said that a progress report and presentation would be provided to the Board at the March meeting, followed by another stakeholder meeting to be held in mid-March.

Regarding the budget impasse in Sacramento, Mr. Stanley reported that Proposition 1B funds continued to be frozen. He noted that Manager of Planning and Development John Sindzinski had successfully completed the BCDC permit process for the South San Francisco terminal, which had been granted on January 15. Mr. Stanley concluded stating that WETA would continue to work with Kvichak Marine to resolve the best schedule solution for boats #3 and #4, whose budgets are potentially affected by this suspended Prop 1B funds, and that outreach letters to WETA's legislative advocates would be delivered in the next few weeks regarding funding issues.

5. REPORTS OF STAFF

WETA counsel Stanley Taylor of Nossaman LLP advised the Board that per diems for Board meetings were \$100.00 per meeting plus reimbursable expenses, as outlined by the Administrative Code. He added that expenses for other meetings attended by board members were reimbursable but did not qualify for a per diem.

6. CONSENT CALENDAR

Vice Chair Intintoli made a motion to approve the minutes from the January 8, 2009 Board of Directors meeting. Director Bellows seconded the motion and the item carried unanimously.

7. TREASURE ISLAND REDEVELOPMENT PLAN INFORMATIONAL PRESENTATION

Mr. Sindzinski introduced Jack Sylvan, Treasure Island Redevelopment Project Manager for the City of San Francisco, who gave an informational presentation regarding the City's plans to redevelop the former Navy base on Treasure Island as a sustainable community with 6000 housing units and recreational facilities. He noted that a key component of the project was providing alternative transit solutions to San Francisco in order to mitigate impact on Bay Bridge traffic.

Director Johnson asked if there was a flood plan. Mr. Sylvan said that construction would follow guidelines but noted that Treasure Island was already significantly higher ground than many areas on the Bay Area waterfront. Director Johnson then asked if there was a conveyance in place. Mr. Sylvan said that this will be worked on over the next six months but that the issues involved in the conveyance were not primarily about cleanup as was the case in Alameda.

Chair Johnson asked if the project was taking so long due to funding issues. Mr. Sylvan replied that the process of getting approvals and the complexity of the project and all the organizations involved was the most significant aspect of the process.

Director Johnson asked if the open space seen in the presentation existed currently. Mr. Sylvan indicated that it did not and would require demolition of existing structures.

Mr. Sindzinski noted that the ferry service would carry 3000 to 4000 passengers per day and require specially designed boats due to the unique nature of both the terminal and short transit distance.

Director Bellows asked after the fate of the firefighting school currently on the island. Mr. Sylvan suspected that it would move to the SE part of San Francisco but was unsure.

Chair Johnson asked if the jobs training facility on the island would be moved. Mr. Sylvan said that it was unlikely as they own the land outright, but that all parties were discussing ways to better integrate the facility.

Director Johnson asked if there would be police and fire substations. Mr. Sylvan said yes and that they were assumed in the projected costs.

Vice Chair Intintoli asked how services would be paid for. Mr. Sylvan noted that Treasure Island was part of San Francisco and would be covered by the city's services.

Director Johnson asked how power would be provided to the island and if solar power would be included. Mr. Sylvan replied that power was currently provided via cable from Oakland.

Mr. Sindzinski concluded this item noting that the next month's agenda would include an agreement between WETA and the Treasure Island Development Authority that would have WETA administer the engineering studies for the ferry terminal. He added that a second agenda item would award this work to a consultant. He noted that this relationship with TIDA would solidify WETA's initial planning roles and responsibilities for the terminal and the service and responsibilities we would have once the facility is built and the service is up and running. He also noted that WTA's IOP called for San Francisco to build the Treasure Island terminal, purchase the vessels and to subsidize the services, but for WETA to actually be responsible for its operations.

8. UPDATE ON ECONOMIC RECOVERY PROGRAM

Nina Rannells, Deputy Director of Finance & Administration, presented this informational item regarding the impending Economic Recovery bill, the process by which funds may flow to WETA and the eligible high-priority projects for funding consideration.

Chair Johnson asked why RM2 funds could not be used to fund the EIRs that were currently on hold due to the frozen Proposition 1B funds. Ms. Rannells stated that MTC was reluctant to allocate to projects outside of Berkeley, Hercules, and South San Francisco but that this could potentially be discussed. She added that regarding RM2, MTC had indicated possible funding for vessels from RM2 funds which WETA could pay back from Prop 1B funding when that became available again.

Director Johnson asked how long Proposition 1B funds would be frozen. Ms. Rannells replied that they were suspended indefinitely and that the status of current contracts and projects would need to be assessed.

Vice Chair Intintoli asked if a bridge toll increase would provide additional funding. Ms. Rannells answered that there was a proposal from MTC to increase the bridge tolls but that it was specifically in regard to seismic retrofitting projects.

9. AGREEMENT REGARDING SAN MATEO MEASURE A FUNDS FOR SERVICE BETWEEN SOUTH SAN FRANCISCO AND OAKLAND

Mr. Stanley introduced Item 9 noting that due to issues surrounding Measure A funds, this item be carried forward to the next meeting. No action was taken.

10. OPEN TIME FOR PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Public Comment:

Marina Secchitano of IBU read a proclamation attributing the achievements of Mary Culnane during her tenure at the WTA and WETA and wished her future success.

Public Comment:

Jay Gardener of Adventure Cat gave a presentation on ZOE, his “Zero Onboard Emissions” design. ZOE has hard wings rather than soft sails and would utilize the wind power available in the Bay. He said that such a design was ideal for Berkeley and Treasure Island service. He reiterated that current ferry technology could not compare with BART on passenger miles per gallon and that an SUV driving across the Bay Bridge was 50% more efficient than currently operating ferries. He said that his technology offered 120 passenger miles per gallon compared to a current ferry's 13. He said that the only item needed to make a terminal compatible with ZOE was to provide 480V power to the site.

Director Johnson asked if there was a current prototype of the design and if so how big was it. Mr. Gardener said that he had a 65', 99 passenger vessel operating on the same principles. He added that he had a proposal submitted to CARB for a demonstration of the technology next winter. Chair Johnson thanked him.

11. RECESS INTO CLOSED SESSION AND REPORT ON CLOSED SESSION

Chair Johnson called the meeting into closed session at 2:40 p.m. Upon reopening of the meeting at 3:30 p.m. she reported that the Board had given direction to staff and representatives regarding Vallejo/Alameda Ferry Facilities and Oyster Point Marina Terminal real property negotiations.

Chair Johnson also reported that the Board had accepted Jon Stanley's resignation effective February 15 and appointed Nina Rannells as Interim Executive Director.

Public Comment:

On behalf of Bay Ship & Yacht, Wes Starrat invited board members and staff to tour their nearby facilities.

12. ADJOURNMENT

All business having concluded, the meeting was adjourned at 3:35 p.m.

Respectfully Submitted,

Board Secretary

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Interim Executive Director
John Sindzinski, Manager, Planning & Development

SUBJECT: Approve Agreement with the City of San Francisco for Grant Funds to Support Treasure Island Ferry Terminal Design

Recommendation

Approve a three party grant agreement with the San Francisco Municipal Transportation Authority and the Treasure Island Development Authority for the use of federal and local match grant funds to support Treasure Island ferry terminal design and authorize the Executive Director to execute this agreement.

Background

For several years now, the City of San Francisco has been working on plans to redevelop the former Nay base on Treasure Island. Current plans envision the redevelopment to include a mixed use community with upwards of 6,000 dwelling units, large amounts of dedicated open space and new retail and hotel establishments. For transportation, the City is requiring the development to give transit the highest priority. In fact auto access to and from the Island will be limited and require high tolls to access the Bay Bridge especially during commute periods. The ferry service is a cornerstone of this transit-first strategy and includes a new ferry terminal and an extensive intermodal facility on the west side of the Island. This facility will serve the ferry, linking the Island to downtown San Francisco, as well as local bus circulator services and express buses to the east bay and San Francisco. When the development is completed, it is anticipated that the ferry service will operate on 15 minute intervals and carry over 3,000 passengers per day.

The City's schedule suggests that the first residents will be occupying the new housing in about five years, at which time the ferry service would need to begin operation. As part of this project the City is requiring the developer to build a ferry terminal and ferry vessels to provide direct water transit services and to pay for operating subsidies for this route. WTA's Implementation and Operations Plan envisioned the Treasure Island service as described above including the developer financing of the Treasure Island ferry terminal and ongoing operating assistance for the service.

Discussion

Over the last year WETA staff has been working closely with the Mayor's office and the Treasure Island developer to help with early design work for this facility and the ferry vessels. Now that the redevelopment project is in the active environmental assessment phase, the City of San Francisco has requested that WETA assume administrative responsibility for this design work. Taking the lead role in this work will allow WETA to ensure that the terminal, vessel and service design is consistent with the agency's overall program. This will be key to

WETA's ability to manage and interchange system assets between regional services as needed during the regular course of operation and in the provision of emergency and disaster recovery services. \$1,679,000 federal grant funds have been secured by the San Francisco Municipal Transportation Authority (SFMTA) and \$419,750 local match funds are available from the Treasure Island Development Authority (TIDA) to support this work effort.

This item authorizes entering into a three-party funding agreement with SFMTA and TIDA for federal and local match funds available to support the Treasure Island ferry terminal design. This agreement, provided as **Attachment A**, identifies the roles and responsibilities of each agency in administering these funds and the contract work associated with their use. Under this agreement, WETA would act as the sub-grantee to SFMTA for the federal funds used for terminal design. In doing this, WETA would procure the services of a design consultant to complete the work, administer the consultant contract and approve any invoices for this work. SFMTA, as the federal grant recipient, would secure the grant funds to support this work effort, pay the consultant invoices and administer any grant requirements with the input and support of WETA. TIDA, in addition to participating in the terminal design development and review process, would provide the local match funds to support this work.

Financial Implications

There is not fiscal impact associated with carrying out this agreement.

Options

Approve or reject

END

**FTA Grant Nos.:
CA-90-Y-348-01
CA-90-Y-124**

AMENDED AND RESTATED GRANT AGREEMENT

Among the

**CITY AND COUNTY OF SAN FRANCISCO,
through its
MUNICIPAL TRANSPORTATION AGENCY**

**SAN FRANCISCO BAY AREA WATER EMERGENCY
TRANSPORTATION AUTHORITY**

and

TREASURE ISLAND DEVELOPMENT AUTHORITY

**REGARDING THE EXPENDITURE AND
ADMINISTRATION OF GRANT FUNDS FOR THE
TREASURE ISLAND FERRY TERMINAL PROJECT
(the "Project")**

2/13/09

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This Amended and Restated Grant Agreement ("Agreement") is made this _____ day of _____, 2009, in the City and County of San Francisco, State of California, by and among: the San Francisco Bay Area Water Emergency Transportation Authority, a local governmental entity of regional government ("WETA"), the Treasure Island Development Authority, a public body corporate and politic ("TIDA"), and the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency ("City" or "SFMTA").

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RECITALS

A. In 1993, Naval Station Treasure Island ("NSTI") consisting of both Treasure Island and portions of Yerba Buena Island, was designated for Base Realignment and Closure and ceased active operation in 1997. The United States Navy maintains NSTI in caretaker status, pending disposal and reuse of the property, while a small portion of Yerba Buena Island continues to function as an active United States Coast Guard (USCG) Station.

B. TIDA has been designated a community redevelopment agency under the California Community Redevelopment Law (Sections 33000 et. seq. of the California Health and Safety Code) and is the local reuse authority for purposes of the redevelopment and conversion of NSTI to productive civilian uses.

C. The proposed plan for redevelopment of NSTI contemplates the development of a ferry terminal on the west side of Treasure Island (the "Project").

D. SFMTA has received two grants from the Federal Transit Administration ("FTA") of the U.S. Department of Transportation which contain funding for the Project: Grant No. CA-90-Y348-01 contains funding in the amount of \$800,000, and Grant No. CA-90-Y124-00 contains funding for the Project in the amount of \$879,000 (cumulatively, the "Project Grants"). The Project Grants are expressly intended to further plan and implement the Project. The matching funds required under the Project Grants are \$200,000 and \$219,750, respectively. A general description of the Project Grants is attached hereto as Exhibit A.

E. Under FTA requirements, SFMTA may provide FTA funds to a subgrantee under a written agreement passing through grant requirements to the subgrantee. SFMTA and TIDA entered into the Grant Agreement dated January 10, 2007 (the "Original Grant Agreement"), under which SFMTA passed through grant requirements to TIDA as a subgrantee of the Project Grants.

F. In 2007, the San Francisco Bay Area Water Emergency Transportation Response and Disaster Recovery Act (Sections 66540 et seq. of the California Government Code) established WETA as a local governmental entity of regional government and gave WETA the authority to plan, operate and coordinate the emergency activities of water transportation and related facilities in the Bay Area region, and required that the planning, management and operation of existing or planned public transportation ferries and related facilities and services in the Bay Area region be consolidated under WETA's control.

G. The parties desire to amend and restate the Original Agreement in its entirety to (i) reflect the substitution of WETA as the subgrantee under the Project Grants, (ii) allocate to WETA certain of TIDA's obligations under the Original Agreement, (iii) ensure compliance with FTA requirements for the administration of the Project Grants, and (iv) provide for reimbursement to SFMTA for its costs in connection with administration of the Project Grants, as more particularly described in this Agreement. The parties intend to work cooperatively to provide information and supporting documents necessary to sustain the efficient flow of funds and support the efficient development of the Project.

H. The parties understand that all encumbrances and disbursements from the Grants are subject to the approval of the Controller of the City.

In accordance with the above understandings, SFMTA, WETA and TIDA agree as follows:

I. Term; Effective Date

A. Term. This Agreement commenced on the Effective Date and will terminate when all of the funds from the Project Grants have been disbursed and all FTA reporting requirements have been complied with, but in no event later than nine (9) years and six (6) months after the Effective Date.

B. Effective Date. The Effective Date of this Agreement is January 1, 2007.

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II. SFMTA Responsibilities

A. Disbursement of Grant Funds. Upon approval of the City's Controller, and provided that a proportionate amount of all matching funds required under the Project Grants for the first disbursement are in place, SFMTA, in consultation with WETA and TIDA, will develop a Project budget. SFMTA will disburse funds to WETA's Project account as costs are incurred, subject to (1) adequate documentation of costs incurred, (2) compliance with the terms and conditions of the FTA Grant Agreements, and (3) compliance with WETA's and TIDA's responsibilities, as set forth below.

B. Allowable Costs. The City will reimburse WETA for those services and expenses required to perform the work in accordance with the Project budget. Reimbursement will be in accordance with the cost principles set forth in Office of Management and Budget Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments," and consistent with the FTA's Master Agreement and annual Certifications and Assurances.

C. Scope of Services. SFMTA will provide required administrative services to WETA in connection with the Project Grants. These services may include, but not be limited to, accounting services, financial services, contract administration, grants administration, services of its Contract Compliance Office, including administration of DBE matters, legal services, and other administrative services ("administrative services"). SFMTA may also provide engineering, estimating, and other technical professional services, upon request of WETA ("technical services").

D. Project Manager. SFMTA will designate one individual to be its Project Manager for all WETA and TIDA activities involving the Project Grants. The Project Manager's primary responsibility will be to ensure compliance with all requirements of the Project Grants, and will provide counsel and advice to WETA and TIDA on grant issues, City policies, and federal regulations. The Project Manager may enlist and utilize other SFMTA resources or staff personnel as necessary to carry out such work and perform the administrative and technical services described in Section C above.

E. SFMTA Reimbursement for Administrative Services. For all administrative services performed for WETA under this Agreement, SFMTA agrees to receive a fee equal to One Hundred Five Thousand Dollars (\$105,000), which is five percent (5%) of the total amount of the Project Grants. TIDA agrees that it will use funds other than Project Grant funds and required local matching funds to reimburse SFMTA in the above amount. Within thirty (30) days from the Effective Date of this Agreement, TIDA agrees to remit to SFMTA Ten Thousand Dollars (\$10,000) as a partial payment of administrative costs. Within thirty (30) days after WETA notifies SFMTA and TIDA that WETA has commenced preparing the Request for Proposals (RFP) for the Project, TIDA agrees to remit to SFMTA Forty Thousand Dollars (\$40,000) as a partial payment of administrative costs. Within thirty (30) days after the first contract for the Project is awarded, TIDA agrees to remit to SFMTA a final payment of administrative costs in the amount of Fifty-Five Thousand Dollars (\$55,000).

F. SFMTA Reimbursement for Technical Services. Subject to staff availability, upon receipt of a request from WETA for technical services, the Project Manager will prepare and submit an estimate of SFMTA's reimbursable costs for TIDA approval. No SFMTA assistance will be provided prior to approval of the estimate by TIDA. SFMTA will not perform work in excess of the amount approved by TIDA unless SFMTA receives written authorization from TIDA.

G. Reporting. For technical services under subsection F above, SFMTA will submit to WETA and TIDA, on a quarterly basis, a report of its activities performed and billed to TIDA during the preceding quarter relating to this Agreement. TIDA will raise any objections it may have to a report within thirty (30) days of receipt of the report.

H. Procedures. SFMTA staff, after consultation with WETA and TIDA, will be responsible for preparing procedures to implement the provisions of this Agreement. The procedures will include processes for billing, accounting, encumbrance and disbursement of funds, tracking of time, and other such functions.

III. WETA and TIDA Responsibilities

A. Subgrantee. WETA will be a subgrantee, responsible for compliance with all applicable provisions of the FTA Master Agreement (FTA MA 10), Certifications and Assurances for FTA Assistance Programs, the grant application, and all applicable laws and regulations, using sound management practices. Every provision of FTA MA(10) and the Certifications and Assurances, as they may be amended from year to year, are incorporated by reference and will govern WETA's expenditure of all funds under the Project Grants, as well as expenditure of local matching funds required to fulfill the obligations of the Project Grants. TIDA will be responsible for transferring all of the required local matching funds (20 % of total Project Budget or \$419,750 for both Grants) to the SFMTA so that they can be booked in the Project budget. Until TIDA transfers the matching funds to the SFMTA, WETA will only be entitled to receive Project Grant funds in an amount that is proportionate to the required local matching funds actually booked with the SFMTA in the Project budget. Upon the termination of this Agreement for any reason, any unexpended local matching funds will be returned to TIDA, in an amount proportional to the total of the unexpended federal Grant funds.

B. Procurement of Goods and Services. WETA certifies that it will procure goods and services as necessary for the Project consistent with the requirements of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Circular 4220.1F, of the FTA, FTA MA 10, and applicable FTA Certifications and Assurances. Annually, as required by SFMTA's Contract Compliance Office, WETA will provide a list of all procurements planned for the following federal fiscal year that will be funded in whole or in part by the Project Grants. Additionally, WETA will provide SFMTA and TIDA with a monthly report on the status of such procurements. SFMTA and TIDA reserve the right to review and advise on any such procurement, or portion of a procurement.

Deleted: E

C. Reports. WETA will provide SFMTA and TIDA with all required quarterly Narrative and Financial Reports no later than fifteen (15) calendar days after each reporting period. The reporting periods will end December 31, March 31, June 30 and September 30. Narrative Reports will contain the following information: a description of the work completed during the period; tasks expected to be performed during the next period; major project milestones, changes to milestones, and reasons for the changes; and explanations of problems or delays encountered or anticipated. Financial reports will include a balance sheet and a project expenditure statement by line item code.

D. Approval of Invoices. In the event that SFMTA provides technical services pursuant to WETA's request, TIDA will, within thirty (30) days of receipt, approve payment of quarterly invoices submitted by SFMTA for work that is within the amounts of the approved estimate.

E. Recordkeeping. Unless otherwise directed by SFMTA, WETA will maintain the original records of all procurements, payments and contract expenses in the form required by federal regulations and FTA grant requirements during the term of this Agreement, and for a period of three years thereafter. WETA will allow SFMTA and TIDA to review and inspect said records during business hours to ensure compliance with such requirements, and to audit the books, records, and accounts of WETA and its contractors, if necessary. Upon request, WETA will provide SFMTA and TIDA with copies of any records in its files relating to procurements and other expenditures using funding from the

Project Grants. WETA agrees to extend these rights of review, inspection and audit to the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives.

F. Audit. WETA will provide thorough and complete accounting for all funds expended in the performance of the Project to the extent that such funds are provided by SFMTA through the Grants or local matching funds, consistent with 49 C.F.R. Section 18.37(b). WETA will be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-128, as it may be revised from time to time.

G. Disallowance. WETA agrees that if it claims or receives payment of Grant funds or local matching funds from City for an expense, payment or reimbursement of which is later disallowed by the federal government, WETA will promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to WETA hereunder. Any such offset with respect to a portion of the disallowed amount will not release WETA from its obligation under this section to refund the remainder of the disallowed amount.

IV. CERTIFICATION; APPROPRIATION OF FUNDS

A. Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the federal government and the City Charter. City will have no obligation to make appropriations for this Agreement should the federal government fail to appropriate the Grant funds. WETA also acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. WETA assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

B. Certification of Controller; Guaranteed Maximum Costs. No funds will be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

1. City's obligations hereunder will not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
2. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request WETA to perform services or to provide materials, equipment and supplies that would result in WETA performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay WETA for services, materials, equipment or supplies that are provided by WETA which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City and TIDA.
3. City and its employees and officers are not authorized to offer or promise to WETA additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein will require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
4. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

C. Automatic Termination for Non-appropriation of Funds. This Agreement will automatically terminate, without penalty, liability or expense of any kind to City, at the end of any federal fiscal year if funds are not appropriated for the next succeeding federal fiscal year. If funds are

appropriated for a portion of any federal fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the federal fiscal year.

V. INDEMNIFICATION

A. General. WETA shall defend, release, hold harmless and indemnify City, TIDA and their respective officers and employees from any and all claims for injury or damage to persons and/or property which arise out of the negligent acts or omissions of WETA, its officers and/or employees in the performance of its activities relating to the administration and use of the grant funds received under this Agreement. It is further agreed that City shall defend, release, hold harmless and indemnify WETA, TIDA and their respective officers and employees from any and all claims for injuries and/or damage to persons and/or property which arise out of the negligent acts or omissions of City, its officers and employees in the performance of its activities under this Agreement. It is further agreed that TIDA shall defend, release, hold harmless and indemnify City and WETA and their respective officers and employees from any and all claims for injuries and/or damage to persons and/or property which arise out of the negligent acts or omissions of TIDA, its officers and employees in the performance of its activities under this Agreement. In the event of concurrent negligence of WETA, its officers and employees, City, its officers and employees, and/or TIDA, its officers and employees, the liability for any and all claims for injuries or damage to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

B. Limitation On Liability Of City. CITY'S OBLIGATIONS UNDER THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF THE PROJECT GRANTS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL CITY, WETA OR TIDA BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PROJECT GRANTS, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

VI. EVENTS OF DEFAULT

A. General. The occurrence of any one or more of the following events will constitute an "Event of Default" under this Agreement:

- 1. False Statement.** Any statement, representation or warranty contained in this Agreement, or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- 2. Failure to Comply with Applicable Laws.** WETA or TIDA fails to perform or breaches any federal, state or local law or regulation applicable to this Agreement.
- 3. Failure to Perform Other Covenants.** WETA or TIDA fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by WETA or TIDA, as applicable, as and when performance or observance is due and such failure or breach continues for a period of thirty (30) days after the defaulting party's receipt of written notice of such failure or breach or, if the failure or breach cannot be cured within such thirty (30) day period, such longer period as is necessary to cure the failure or breach so long as the defaulting party commences the cure within such thirty (30) day period and diligently prosecutes such cure to completion.
- 4. Voluntary Insolvency.** WETA or TIDA, as applicable, (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other

debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of WETA or TIDA, as applicable, or of any substantial part of WETA's or TIDA's property or (v) takes action for the purpose of any of the foregoing.

5. Involuntary Insolvency. Without consent by WETA or TIDA, as applicable, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to WETA or TIDA, as applicable, or with respect to any substantial part of WETA or TIDA's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of WETA or TIDA.

B. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

1. Termination. City may terminate this Agreement by giving a written termination notice to WETA and TIDA and, on the date specified in such notice, this Agreement will terminate and all rights of WETA and TIDA hereunder will be extinguished. In the event of such termination, (i) WETA will be paid for eligible expenses relating to the Project that were submitted and approved by City prior to the date of termination specified in such notice, and (ii) any unexpended local matching funds will be returned to TIDA, in an amount proportional to the total of the unexpended federal Grant funds.

2. Withholding of Grant Funds. City may withhold all or any portion of Grant funds not yet disbursed, regardless of whether WETA has previously submitted a request for such funds or whether City has approved the disbursement of the Grant funds under a prior request for such funds. Any Grant funds withheld pursuant to this Section and subsequently disbursed to WETA after cure of applicable Events of Default will be disbursed without interest.

3. Return of Grant Funds. City may demand the immediate return of any previously disbursed Grant funds that have been claimed or expended by WETA in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

4. Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy will not preclude or in any way be deemed to waive any other remedy.

VII. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and will be addressed as follows:

To City: Municipal Transportation Agency
 1 South Van Ness Avenue, 8th floor
 San Francisco, CA 94103
 Attn: Leda Young
 leda.young@sfmta.com
 fax: (415) 701-4336

To WETA: San Francisco Bay Area Water Emergency Transit Authority
Pier 9, Suite 111, The Embarcadero
San Francisco, CA 94111
Attn: John Sindzinski
sindzinski@watertransit.org
fax: (415) 291-3388

To TIDA: Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Jack Sylvan, Treasure Island Redevelopment Project Manager
jack.sylvan@sfgov.org
Fax: (415) 554-6018

with a copy to: Treasure Island Development Authority
410 Palm Avenue, Building One
San Francisco, CA 94130
Attn: Mirian Saez, Director of Island Operations
mirian.saez@sfgov.org
Fax: (415) 274-0299

Any notice of default must be sent by registered mail.

VIII. OTHER CONDITIONS

A. No Assignment by WETA. WETA will not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of WETA hereunder without the prior written consent of City. This Agreement will not, nor will any interest herein, be assignable as to the interest of WETA involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of WETA or a sale or transfer of substantially all of the assets of WETA will be deemed an assignment for purposes of this Agreement. **Any agreement made in violation of this Section will confer no rights on any person or entity and will automatically be null and void.**

B. Sunshine Ordinance. WETA acknowledges and agrees that this Agreement is subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, will be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by WETA that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

C. Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in as required under law.

D. Submitting False Claims; Monetary Penalties. WETA acknowledges and agrees that it is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim will be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim will also be liable to City for the costs, including attorney's fees, of a civil action

brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

E. Independent Contractor. WETA will be deemed at all times to be an independent contractor and is solely responsible for the manner in which WETA uses the Grant funds. WETA will at all times remain solely liable for the acts and omissions of WETA, its officers and directors, employees and agents. Nothing in this Agreement will be construed as creating a partnership, joint venture, employment or agency relationship among City, WETA and TIDA.

F. Conflict of Interest. Through its execution of this Agreement, WETA acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

G. Eligibility to Receive Federal Funds. By executing this Agreement, WETA certifies that it is not suspended, debarred or otherwise excluded from participation in federal assistance programs. WETA acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

H. MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of WETA acknowledges and agrees that he or she has read and understood this section

I. Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

J. Drug-Free Workplace Policy. WETA acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. WETA and its employees, agents or assigns will comply with all terms and provisions of such Act and the rules and regulations promulgated under such Act.

K. Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by WETA to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. The requirements of Chapter 5 applicable to this Agreement are the requirements under Section 506(h) that any bid, report, proposal, quotation or other document prepared in connection with this Agreement must be submitted on recycled paper and printed on double sided pages to the maximum extent possible.

L. Compliance with ADA. WETA acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a

grantee or contractor, must be accessible to the disabled public. WETA will not discriminate against any person protected under the ADA in connection with all or any portion of the Project and will comply at all times with the applicable provisions of the ADA.

M. No Waiver. No waiver by the SFMTA or City of any default or breach of this Agreement will be implied from any failure by the SFMTA or City to take action on account of such default if such default persists or is repeated. No express waiver by the SFMTA or City will affect any default other than the default specified in the waiver and will be operative only for the time and to the extent therein stated. Waivers by City or the SFMTA of any covenant, term or condition contained herein will not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the SFMTA or City of any action requiring further consent or approval will not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

N. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question will, prior to any other action or resort to any other legal remedy, be referred to the Executive Director/CEO of the SFMTA, who, after consultation with FTA, if required, will decide the true meaning and intent of the Agreement.

O. Governing Law; Venue. The formation, interpretation and performance of this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement will be in San Francisco.

P. Headings. All article and section headings and captions contained in this Agreement are for reference only and will not be considered in construing this Agreement.

Q. Entire Agreement. This Agreement sets forth the entire Agreement between the parties, restates the Original Agreement in its entirety, and supersedes all other oral or written provisions.

R. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

S. Successors; No Third-Party Beneficiaries. The terms of this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

T. Survival of Terms. The obligations of WETA and TIDA and the terms of the following provisions of this Agreement will survive and continue following expiration or termination of this Agreement: Sections III.A, B, E, F, G; V; V.I.B, VII, VIII.E, N-R.

U. Further Assurances. From and after the date of this Agreement, WETA agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

This Amended and Restated Grant Agreement has been executed in San Francisco, California, as of the date first noted above.

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION
AGENCY**

**TREASURE ISLAND
DEVELOPMENT AUTHORITY**

By: _____
Nathaniel P. Ford, Sr.
Executive Director/CEO

Date: _____

By: _____
Jack Sylvan
Treasure Island Redevelopment
Project Director

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

BY: _____
Robin M. Reitzes
Deputy City Attorney

BY: _____
Eileen Malley
Deputy City Attorney

**SAN FRANCISCO BAY AREA
WATER EMERGENCY
TRANSPORTATION
AUTHORITY**

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

CONSTRUCT - FERRY TERMINAL (STP)	0	\$879,000.00	\$1,098,750.00
CA-90-Y124			
<p>The FTA awarded a grant to Muni under CA-90-Y124 for \$879,000 which will support planning for a permanent ferry terminal as part of the Treasure Island redevelopment project. Specifically, TIDA proposes to use the funding for the following activities: evaluation of site constraints and opportunities for terminal design; evaluation of alternative terminal element plans/designs; conceptual planning of waterside and landside terminal elements; development of a preferred waterside and landside terminal plan and design; development of preferred harbor and breakwater design; environmental review of Treasure Island ferry terminal; analysis to confirm that the design meets the requirements of the Transportation Security Act; conceptual ferry vessel planning; and, preliminary engineering.</p>			

ENG/DESIGN - FERRY BOAT TERMINAL (FBD)	0	\$800,000.00	\$1,000,000.00
CA-90-Y348			
<p>The FTA previously awarded this grant for \$879,000 to plan and construct a temporary ferry terminal at Treasure Island. However, conditions changed and the FTA approved the following revised scope of grant. The FTA awarded a grant to Muni under CA-90-Y348 for \$800,000 which will support planning for a permanent ferry terminal as part of the Treasure Island redevelopment project. Specifically, TIDA proposes to use the funding for the following activities: evaluation of site constraints and opportunities for terminal design; evaluation of alternative terminal element plans/designs; conceptual planning of waterside and landside terminal elements; development of a preferred waterside and landside terminal plan and design; development of preferred harbor and breakwater design; environmental review of Treasure Island ferry terminal; analysis to confirm that the design meets the requirements of the Transportation Security Act; conceptual ferry vessel planning; and, preliminary engineering.</p>			

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Interim Executive Director
John Sindzinski, Manager, Planning & Development

SUBJECT: Approve Contract Award to Skidmore, Owings and Merrill for Design of the Treasure Island Ferry Terminal

Recommendation

Approve award of a professional services contract to the firm of Skidmore, Owings and Merrill (SOM) for the design and engineering of the Treasure Island ferry terminal and authorize the Executive Director to negotiate and execute a contract for these services in an amount not to exceed \$2,000,000. This would include conceptual design work in the amount of \$500,000 with the option, at WETA's sole discretion, to continue with SOM for preliminary and final design services.

Background

As a part of the redevelopment of Treasure Island (Island), the City of San Francisco (City) intends to build and have WETA operate frequent ferry service between the Island and downtown San Francisco. Upwards of 6,000 housing units will ultimately be built on the Island and projections suggest that daily ferry ridership will exceed 3,000 trips. The City is currently preparing the environmental assessment for the reuse plan and is actively working with a developer to design the new community. The plan would have the first new dwelling units built and occupied in about five years, with the new ferry service in operation by then to provide a strong water transit link to the rest of San Francisco.

As the regional agency authorized to plan and implement new ferry services on the San Francisco Bay, WETA has worked with the City and its Treasure Island Development Authority (TIDA) over the past several years to consider the design and implementation of a new ferry terminal, vessels and service between the Island and San Francisco. This project was included in the WTA's Implementation and Operations and the City and TIDA plan on having WETA operate this service. In 2006, WTA completed a preliminary study identifying a standard float design for the Treasure Island service. More recently, TIDA has requested WETA to serve as the lead agency to procure consultant services for the ferry terminal and service design utilizing federal and local funds previously secured by the City for this purpose. This work would provide the ferry transportation complement to overall environmental and reuse plans being developed by TIDA.

Discussion

In January 2009, the Board authorized staff to issue a Request for Qualifications (RFQ) for design and engineering services for the new Treasure Island ferry terminal and associated services. The focus of this work will be to:

- Develop detailed conceptual design work in support of the environmental and other studies taking place at Treasure Island as they relate to the new ferry services and facilities;

- Complete detailed conceptual design to support the local, regional and state approvals required for the terminal and services; and
- Prepare final design/engineering work for a specific terminal and associated facilities, including input on vessel selection, design and procurement.

In February 2009, staff issued an RFQ for this work to over 650 firms on the WETA's technical consultant list through e-mail and further solicited interest through notices on the website consistent with the agency's Administrative Code and federal procurement requirements. A total of 9 Statement of Qualifications were received in response to the RFQ. The Statements of Qualifications were reviewed by an evaluation panel that included WETA staff as well as representatives from the City and the environmental consultant for the Treasure Island reuse plan and redevelopment. The review panel requested three of the proposing firms, including SOM, Arthur Andersen, and KPFF, to provide additional information regarding their qualifications and proposals through oral interviews. These interviews were conducted on February 26, 2009.

Selection criteria for the contract award, as established within the RFQ, included the following:

- **Previous Experience** – Experience with similar projects and proven ability to develop innovative and cost-effective solutions to project challenges;
- **Team Qualifications** – Team experience working with a multi-disciplinary team of firms engaged with complex public sector marine projects;
- **References** – Satisfaction of previous clients with regard to project delivery, timeliness and budgets; and
- **Project Understanding** – Demonstration of a clear understanding of the project work as expressed in the written proposals and oral interviews.

Based upon the information submitted and the supplemental interviews, the review panel recommends awarding a contract to SOM to undertake this work.

Staff will implement this work in phases to coincide with the overall Treasure Island development process. The initial contract task would be to develop conceptual design and engineering plans to support the environmental assessment being completed by TIDA for development of Treasure Island. Once this work is completed and an overall environmental document for Treasure Island reuse is completed, WETA would have the ability to authorize additional task work to finalize the terminal and service design. Actual expenditures will be based on task orders issued by WETA establishing budget limits and work requirements.

Financial Implications

There is no financial impact to WETA associated with this contract, as this work will be fully funded with federal grants and local in-kind shares under a cooperative agreement with TIDA and the San Francisco Metropolitan Transportation Agency.

Options

Approve or reject.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Interim Executive Director
Shirley Douglas, Manager, Community Relations

**SUBJECT: Outreach and Approval Processes for the WETA Transition Plan and
Emergency Water Transportation System Management Plan**

Recommendation

There is no specific recommendation as this is an informational item.

Background

Under Senate Bill (SB) 976 WETA was charged with consolidating all existing or planned public transportation ferries, except those operated by the Golden Gate Bridge Highway and Transportation District, and coordinating emergency response activities for public water borne transit services. These responsibilities are to be carried out in accordance with two plans: a Transition Plan to facilitate the transfer of existing public transportation services operated by the City of Alameda and the City of Vallejo to WETA; and an Emergency Water Transportation System Management Plan to facilitate the coordination of water transportation services in the Bay Area region in the event of an emergency.

Senate Bill 1093 provided “clean up” language for a number of issues that arose with the passage of SB 976. SB 1093 contains language to provide definition and structure to the Transition Plan and outlines a process for WETA take-over of Alameda and Vallejo ferry services. It requires WETA to develop a public process for taking public input on the Transition Plan and Emergency Water Transportation System Management Plan and requires WETA to adopt both plans by July 1, 2009. The public process must include public hearings, held at least sixty days prior to adoption of the plans in each of the cities affected by the plans, including Alameda, Vallejo and San Francisco.

WETA has worked with various stakeholders to date on the development of the required plans and has identified a schedule for taking public input on these plans. This report provides a summary of the plan development activities to date and a schedule for soliciting public comment and completing development and adoption of these plans.

Discussion

Transition Plan Development

In November, 2008, WETA staff formed a Core Transition team that has met several times over the last 4 months to provide early input on the work efforts, contents and findings of the Transition Plan. The Core Transition team includes staff from the City of Alameda, the City of Vallejo, MTC, and WETA staff and consultants. WETA staff has also held a number of individual discussions with city staff to further define transition implementation details and ongoing coordination activities that will be required during and after the transition. Staff anticipates continuing these discussions through the development of the final plan in order to ensure that the adopted plan reflects full input from all parties.

Emergency Water Transportation System Management Plan Development

Emergency management for public waterborne transit services will be done in coordination with MTC, the US Coast Guard, and the Office of Emergency Services. Representatives from these agencies along with representatives from other stakeholder groups, including the Port of San Francisco, Port of Oakland, Caltrans, and Golden Gate Bridge Highway and Transportation District, have provided early input in the preparation of the Emergency Water Transportation System Management Plan. The first stakeholder meeting was held on February 11 to solicit stakeholder input to develop the draft Emergency Water Transportation System Management Plan and a second stakeholder meeting will be held on March 18 to solicit comments on the draft Emergency Water Transportation System Management Plan.

Public Hearing and Plan Approval Schedule

Following is a summary of the next public outreach and approval steps for the Transition Plan and Emergency Water Transportation System Management Plan:

- **WETA Board Meeting.** Thursday, April 2, 1:00 pm., Port of San Francisco, Bayside Conference Room, Pier 1 on the Embarcadero, San Francisco, CA. Review Transition Plan and Emergency Water Transportation System Management Plan and authorize staff to issue draft plans for public review.
- **City of Alameda Public Hearing.** Thursday, April 9, 7:00 pm., Alameda City Council Chambers, 2263 Santa Clara Avenue, Alameda, CA. Public hearing to solicit public comment on the Draft Transition Plan and Draft Emergency Water Transportation System Management Plan
- **City of San Francisco Public Hearing and WETA Citizens Advisory Committee Meeting.** Wednesday, April 15, 12:00-1:00 pm, San Francisco Bay Conservation and Development Commission (BCDC), 50 California, McAteer-Petris Room, 26th floor, San Francisco, CA. Public hearing to solicit public comment on the Draft Transition Plan and the Draft Emergency Water Transportation System Management Plan.
- **City of Vallejo Public Hearing.** Wednesday, April 15, 6:30 pm. City of Vallejo City Council Chambers, 555 Santa Clara Avenue, Vallejo, CA. Public hearing to solicit public comment on the Draft Transition Plan and Draft Emergency Water Transportation System Management Plan
- **WETA Board Meeting.** Thursday, June 4, 1:00 pm. Port of San Francisco, Pier 1 on the Embarcadero, Bayside Conference Room, San Francisco, CA. Review comments from public hearings and provide additional input on the Draft Transition Plan and Draft Emergency Water Transportation System Management Plan. Authorize staff to incorporate comments and prepare the Final Transition Plan and Final Emergency Response Plan.
- **WETA Special Board Meeting.** Thursday, June 18, 1:00 pm. BCDC, 50 California, McAteer-Petris Room, 26th floor, San Francisco, CA. Review and adopt Final Transition Plan and Final Emergency Water Transportation System Management Plan.

Prior to the public hearings described above, public hearing notices and draft plans will be posted and available for review on the websites of WETA and the Cities of Alameda and Vallejo. Summary information on both plans and public hearing notices will be widely publicized through press releases, WETA's lists of interested stakeholder groups and *Full Speed Ahead* newsletter, ferry rider lists for the Cities of Alameda and Vallejo, and onboard Alameda and Vallejo ferries.

END

MEMORANDUM

TO: Board Members

FROM: Nina Rannells, Interim Executive Director

SUBJECT: Approve Funding Agreement for San Mateo County Transportation Authority Measure A Funds to Support South San Francisco Ferry Terminal Construction

Recommendation

Approve a three-party funding agreement with the City of South San Francisco (City) and the San Mateo County Transportation Authority (SMCTA) for Measure A sales tax funds to support the South San Francisco Ferry Terminal project and authorize the Executive Director enter into this agreement.

Background

San Mateo County Transportation Authority Measure A sales tax funds are available to provide local match funds for ferry service to South San Francisco and Redwood City. The amount approved is \$30 million over the 25-year life of the measure, to be distributed equally between the two cities (equivalent to \$15 million each). However, to make productive use of these funds, WETA and the City of South San Francisco (as project sponsor) have asked for an accelerated disbursement of the funds over the duration of the South San Francisco Ferry Terminal project, rather than over 25 years. As a result of this request, the SMCTA has determined that an accelerated provision of funds over approximately 18 months is possible under the terms of the proposed agreement. This will enable the project to move forward with an adequate funding stream to allow payment of construction costs as they are incurred.

This item was previously presented at the February 5, 2009 meeting of the Board of Directors. However, the full terms of the grant agreement had not been finalized by the meeting date and the item was held over for consideration and action in March.

Discussion

This item approves a three-party agreement between WETA, the City of South San Francisco and the San Mateo County Transportation Authority for allocation of \$15 million Measure A funds administered by SMCTA to support construction of the South San Francisco Ferry Terminal project. These funds will be made available to WETA starting on June 30, 2009 and will be paid monthly on a reimbursement basis, subject to availability of funds.

The City of South San Francisco will serve as the Project Sponsor, and will serve as the “pass through agency” for the flow of Measure A funds between WETA and the SMCTA. WETA will serve as the Project Manager to implement the construction of the project and subsequent operation of the ferry service. Requirements of WETA under this agreement include:

- To develop and submit an acceptable business plan to the City addressing ridership, marketing, and an operations plan prior to requesting the initial reimbursement of funds.
- To provide information demonstrating the commitment of the other funding sources such that the project is fully funded. WETA will not seek additional Measure A funds over and above the \$15 million.

- Submit monthly progress reports.
- Make good faith, vigilant efforts to meet start date and end construction milestones.
- Operate scheduled ferry service to South San Francisco for a minimum of 5 years.
- Maintain the water channels and terminal infrastructure for use in an emergency.
- Give priority in transporting first responders on the ferry vessels during an emergency situation.
- To provide the SMCTA with a mutually-acceptable security interest in the Ferry Terminal to ensure performance of the obligations and commitments set forth in the agreement.

Financial Implications

This agreement will provide \$15 million in capital funds to support the construction of the South San Francisco Ferry Terminal.

Options

Approve or reject.

END