

GRANT AGREEMENT

Project: Mission Bay Ferry Landing

Grantor: University of California, San Francisco

Grant Recipient: The City and County of San Francisco, acting by and through the San Francisco Port Commission (“Port”)

1. **Purpose.** Through this Grant Agreement (this “Agreement”), The Regents of the University of California, a public benefit corporation, on behalf of its San Francisco campus (“UCSF”), agree to award a grant to the Port to be used for construction of the Mission Bay Ferry Landing at the terminus of 16th Street at San Francisco Bay. UCSF and the Port each agree to the terms set forth below. Faculty, Staff, Patients, and Visitors to the UCSF will benefit from proximate access to the UCSF’s Mission Bay Campus from the Mission Bay Ferry Landing, as well as other UCSF campus locations via shuttle from Mission Bay.
2. **Description of Project.** The project is the development of the Mission Bay Ferry Landing, as described in detail in Attachment A (the “Project”). Attachment A includes: site location, a physical description of the Project; Project budget (including funding sources and proposed expenditures for Project development); projected timeline for Project progress requirements described in paragraph 3 and Project completion; and a list of partners and partner commitments required to complete the Project. The Project is a led by the Port with funding support from UCSF as described herein.
3. **Grant Amounts.** UCSF shall provide a construction grant totaling \$4,000,000.00 to the Port for use for the Project (“Grant Funds”) in a single installment. The installment payment is contingent on UCSF’s determination that the requirements described below in Section 4 have been satisfied. The Parties may negotiate alternative amounts, timeframes, or requirements for payments, through written amendment to this Agreement.

UCSF Payment Obligation. UCSF’s obligation to pay the Grant Funds is conditioned upon the fulfillment of the following requirements:

- a. Port has entered into an architectural services agreement for the design of the Project.

- b. Port has initiated a community input process to provide the public with information about the Project and an opportunity to provide feedback regarding Project plans.

The Project does not foresee substantial unforeseen delays or impediments that make construction of the Project infeasible.

d. UCSF retains discretion to assess satisfaction of the requirements of Section 4 using all available information regarding Project progress. UCSF shall not exercise this discretion on an arbitrary basis. The Port shall provide written and verifiable information of the satisfaction of the foregoing requirements and any other information reasonably requested by UCSF to assist in UCSF's assessment of Project progress and feasibility. UCSF shall notify the Port of UCSF's determination of whether the requirements have been satisfied promptly upon receipt of such information from the Port. If UCSF determines that one or more of such requirements have not been satisfied, UCSF will indicate to the Port in writing which requirements remain to be satisfied and what specifically must be done by the Port to satisfy such requirements. Upon request from the Port, UCSF shall consider waiving certain of the requirements indicated in this Agreement given changed conditions and Project progress but shall be under no obligation to grant any such waiver.

- 4. **Use of Funds.** The Port shall use Grant Funds only for development, construction, maintenance, repair and operation of the Project and only for expenditures described in budget documents submitted to UCSF. The Port will treat Grant Funds as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant. Grant Funds shall not be used for any purpose in violation of federal, state, or local law, to influence the outcome of any election for public office, to conduct lobbying, to carry out propaganda, or otherwise attempt to influence legislation within the meaning of Internal Revenue Code Section 4945(e), to encourage violations of law or public policy, or to support terrorist activities, terrorist organizations, or individuals who engage in or support terrorist activities. The Port will expend the Grant Funds only in a manner that is consistent with the Port status as a department within the City and County of San Francisco. Unspent funds from UCSF Grants may be returned to UCSF, in UCSF's sole discretion.

Reporting. Until the Project is complete, on a quarterly basis (by January 15th, April 15th, July 15th, and October 15th), the Port shall provide to UCSF a report on expenditure of Grant Funds and overall Project budget, and a written description of Project progress. On an annual basis, by January 15 of each year up to and including the year after the year in which the Project is completed, the Port shall provide to UCSF a

financial review of the Port financial statements for the organization as prepared by a certified public accountant. The Port will permit representatives of UCSF to visit the Port's premises and the Project Site and review Sponsor's activities with respect to the Grant Funds, and will permit UCSF, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of Grant Funds. If UCSF exercises this right, the Port shall provide materials and information as requested by the auditor. UCSF and the Port agree that Port will establish and lead a process to receive community input regarding the Project and convey to the public information about the Project.

7. Miscellaneous.

- a. **Good Faith Negotiations.** The Port and UCSF agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; and to execute any and all supplemental documents, to gather and publish data, and to take all additional lawful and reasonable actions, which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. The Port and UCSF also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.
- b. **Default.** The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.
- c. **Mediation.** If the Port and UCSF cannot resolve any issue, misunderstanding, or disagreement that arises with respect to the terms of this Agreement, the parties will jointly select, within 10 business days after a request by either party, a Bay Area mediator who has at least ten (10) years of experience in resolving complex contractual disputes. Each party to the dispute will agree to exchange written mediation statements and facilitate any inspection of the Project, this Agreement, and other information reasonably required to understand the factual and legal bases of the dispute. The parties must arrive at the mediation fully briefed and must bring a representative who has the authority to fully resolve the dispute. The parties will bear the cost of mediation equally. The mediation proceeding will be confidential pursuant to California Evidence Code Section 1115 et seq.. The mediation process must be completed within forty-five (45) calendar days after the parties' selection of the mediator, unless the parties agree to extend the mediation period. If, as a result

of the mediation, a negotiated settlement is reached, the signatories for the parties will enter into a written settlement agreement that will be enforceable in a court of competent jurisdiction.

- d. **Remedies.** In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement that is not resolved, the other party shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other party also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.
- e. **Insurance.** The Port shall carry insurance for Project development and construction activities customary to activities that the Port undertakes. The Port shall require representatives, successors, contractors, consultants and other Project participants to carry sufficient and customary insurance for the Project development and construction activities being undertaken.
- f. **Reliance on Representations.** In awarding Grant Funds, UCSF is relying on representations, statements, and documents provided by the Port to UCSF. The Port shall promptly provide updated information to UCSF regarding material changes to information provided, and regarding any new information that significantly affects development of the Project, including changes to structure of the Port's organization, such as a merger.
- g. **Indemnification.** The Port agrees to indemnify and hold harmless UCSF and its officers, board members, employees, agents and representatives from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with the Project or the receipt or expenditure of Grant Funds (other than claims that UCSF lacked the authority to disburse the Grant Funds to the Port or that such disbursement of funds by UCSF to the Port violated the governing documents of UCSF or the laws, rules or regulations applicable to UCSF).

Each of the parties hereto shall fully defend, indemnify and hold the other party, their officers, board members, employees and agents, harmless from any claim, expense or

cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees, agents or representative, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

5. **Amendment.** This Agreement may be amended only in writing executed by UCSF and the Port. The parties may agree through a side letter to modify the Project description or the project progress requirements set forth above. The side letter would be subject to the same enforcement as the rest of this agreement.
6. **Termination.** This Agreement may be terminated by either party as set forth below. The Agreement may be terminated by UCSF through written notice if: (i) the Project's requirements set forth herein have not been satisfied or waived within timelines set forth in Attachment A; (ii) there are significant changes to the Port's leadership, organizational structure, or tax status; or (iii) the Port fails to comply with this Agreement. This Agreement may be terminated by the Port through written notice if: (i) the funding set forth in Paragraph 3 has not occurred within timelines set forth in Attachment A; (ii) the Port Commission determines that this Agreement is inconsistent with the governing documents of the Port; or (iii) UCSF fails to comply with this Agreement.
7. **Return of funds.** The Port shall return to UCSF any part of the Grant Funds that have not been properly expended or committed for purposes permitted under this Agreement or that have been improperly used upon termination of this Agreement. The Port agrees to repay to UCSF any portion of the Grant Funds that is expended in violation of the terms of this Agreement.
8. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements concerning its subject matter.
9. **Severability.** Each provision of this Agreement shall be interpreted so as to be enforceable under applicable law. If any provision is held unenforceable, all other terms

of this Agreement will remain in effect.

10. **Assignment.** No party may assign its rights or obligations under this Agreement without the other party's prior written approval. This Agreement will bind and benefit all successors and assigns.
11. **Counterparts:** This Agreement and any amendment may be signed in counterparts, each of which will be deemed an original and all of which when taken together will constitute one agreement.
12. **Electronic Signature.** The parties agree that a "Digital Signature" as defined under California Government Code Section 16.5 and California Code of Regulations Section 22000 is an acceptable form of signature for written communications and will have the same force and effect as the use of a manual signature provided that the Digital Signature is: (i) unique to the person using it; (ii) capable of verification; (iii) under the sole control of the person using it; and (iv) linked to the data in such a manner that if the data are changed, the Digital Signature will be invalidated. In order to be valid, the Digital Signature must be created by an acceptable technology as defined in California Code of Regulations Section 22001 *et. seq.*
13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the San Francisco Charter, without regard to principles of conflicts of law.
14. **Notices.** All notices or reports under this Agreement shall be addressed as follows:

To UCSF:

Erin S. Gore
Senior Vice Chancellor, Finance & Administration
University of California San Francisco
550 16th Street, Box 3210
San Francisco, CA 94143
Email: erin.s.gore@ucsf.edu

To the Port:

Michael Martin
Acting Executive Director
Port of San Francisco

Pier 1, the Embarcadero
San Francisco, CA 94111
Phone: 415-274-0400
Email: Michael.Martin@sfport.com

Any notice of default must be sent by registered mail or hand-delivered to each Party.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on the date set forth above.

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, on behalf of its San
Francisco campus**

PORT OF SAN FRANCISCO

Approved by:

Approved by:

Erin S. Gore
Senior Vice Chancellor, UCSF
UC San Francisco

Michael Martin
Acting Executive Director
Port of San Francisco

Approved as to Form:

Approved as to Form:
David Chiu, City Attorney

By:

Senior Counsel, UCSF

A. Mathai-Jackson, Deputy City Attorney

ATTACHMENT A – PROJECT DESCRIPTION

Project Overview

In 2016, the Port and San Francisco Bay Ferry (SF Bay Ferry) began pursuing development of the Mission Bay Ferry Landing to create a southern hub for ferry service into San Francisco that addresses current and future regional transportation demand generated by the Mission Bay neighborhood and the Central Waterfront.

The Mission Bay Ferry Landing will be capable of berthing two ferry vessels simultaneously and is designed to accommodate up to 6,000 passengers per day. The facility will provide essential transportation resilience in the event of an earthquake, BART or Bay Bridge failure, or other unplanned service disruptions. The landing is designed to accommodate projected sea-level rise and support operation of the first zero-emission passenger ferry network in the United States.

The project will serve a rapidly growing area that includes approximately 11,000 housing units, 7 million square feet of office and commercial space, more than 1 million square feet of retail space, major regional destinations such as the UCSF Mission Bay campus and Chase Center, and over 70 acres of public open space.

The project has completed environmental review under a California Environmental Quality Act (CEQA) Mitigated Negative Declaration and has obtained all required regulatory permits. Phase 1 construction was completed in 2020 and included dredging and site preparation. Phase 2 will complete construction of the ferry landing and associated upland improvements

Project Timeline

The construction of Mission Bay Ferry Landing has been separated into multiple phases:

- **Phase 1** (Completed in 2020). Initial site preparation and dredging of the Project area.
- **Phase 2a** (Completed in 2025). Cleanup of marine debris in the Project area, dredging of the previously installed sand cap area, and installation of a marine mattress to serve as an erosion protection layer.
- **Phase 2b** – A construction contract for this phase is scheduled to be awarded in Q2 2026. This scope includes the construction of the ferry landing pier and piles, ferry landing electrification infrastructure, and upland improvements to Ferry Landing Plaza and Agua Vista Park.

Project budget

The Mission Bay Ferry Landing Project totals \$77.1 million and includes local, regional, and federal sources, as outlined in Table 1 below.

Table 1: Project Sources

Funding Sources	Amount (Millions)
SF Bay Ferry (RM3 and Other Grants)	\$ 28.0
EPA Clean Ports Grant	\$ 18.4
General Fund, OCII, SFPUC	\$ 11.8
Port Capital	\$ 8.4
SFCTA - SF Sales Tax	\$ 4.5
UCSF Grant	\$ 4.0
2012 General Obligation Bond	\$ 2.0
Total	\$77.1

Table 2: Project Uses

Funding Sources	Amount (Millions)
Project Management	\$ 2.7
Planning & Design	\$ 6.4
Phase 1 – Construction	\$ 10.2
Phase 2 – Construction	\$ 49.3
Contingency	\$ 8.5
Total	\$77.1

Partnerships

a list of partners and partner commitments required to complete the Project. The Project is led by the Port with funding support from UCSF as described herein.