

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** South Ocean Beach Trail

**Project Route:** Bicycle Route 95

**State:** California

**City(ies):** City and County of San Francisco

**Owner of Federal Lands to which the Project Provides Access:** National Park Service

**Entity with Title or Maintenance Responsibility for Facility:** City and County of San Francisco

**Type of Work:** The project includes environmental compliance, preliminary engineering, construction and construction engineering for 0.78 miles of the South Ocean Beach Trail between Sloat Boulevard and Skyline Boulevard. Specific project elements include removal of approximately 160,700 square feet of asphalt from the southbound lanes of the Great Highway, resurfacing of a 12-foot wide paved trail, addition of a 50-space vehicle parking lot, bicycle parking, site furnishing areas, and revegetation.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** The City and County of San Francisco (City), the National Park Service, Golden Gate National Recreation Area (NPS-GGNRA) and the Federal Highway Administration Central Federal Lands Highway Division (FHWA-CFLHD).

The Program Decision Committee approved this project to be added to the final program of projects on August 31, 2015.

**AGREED:**

---

Philip A. Ginsburg, General Manager, SFRPD, City and County of San Francisco      Date

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Robert A. Bryan  
Deputy City Attorney

---

Christine Lehnertz, Superintendent NPS, Golden Gate National Recreation Area      Date

---

Ingrid Allen, Acting Director of Project Delivery, CFLHD      Date

## **PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project as described in this agreement. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (“CEQA”) is completed. This does not prevent the parties from assigning proposed design criteria to be studied in the NEPA or CEQA process. Any decision to proceed with the design and construction of the project will depend on the availability of federal and City appropriations at the time of obligation and other factors, such as issues raised during the NEPA or CEQA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, the City and County of San Francisco agrees, subject to the budgetary and fiscal provisions of the City Charter, to provide a matching share equal to 15.47 percent (11.47 percent minimum match plus 4.00 percent overmatch) of the total cost of the project, as detailed more fully in Section J below.

### **A. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 201 and 204

City and County of San Francisco Charter and Municipal Codes.

### **B. JURISDICTION AND MAINTENANCE COMMITMENT**

The City and County of San Francisco has jurisdictional authority to operate and maintain the existing facility and will, subject to the budgetary and fiscal provisions of its Charter, operate and maintain the completed project at its expense.

### **C. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The City and County of San Francisco has coordinated project development with the National Park Service (NPS). NPS support of the project is documented in the Support Form – Acknowledgement of Coordination with Federal Land Management Agency, signed by Frank Dean, General Superintendent, Golden Gate National Recreation Area, on January 28, 2015. Each party to this agreement who has a primary role in NEPA, CEQA, design, or construction shall coordinate their activities with NPS.

#### **D. PROJECT BACKGROUND/SCOPE**

See attached application for background information.

The South Ocean Beach Trail project will resurface and restripe approximately 0.8 miles of existing asphalt on the Great Highway to define a 12-foot, two-way, multi-use active transportation path between Sloat and Skyline Boulevards (adjacent to South Ocean Beach and the San Francisco Zoo). Improvements to include removal of approximately 160,700 square feet of asphalt not designated for multi-use path or parking access, addition of adjacent 6-foot wide gravel or decomposed granite walking trail, revegetation/recondition of 169,000 square feet of unpaved areas with native plant palette and integrated measures to manage windblown sand as funding permits, and development of approximately 10,000 square feet for site furnishings and bicycle parking at key locations. Also included is a 50-space, approximately 19,500 square foot coastal access parking lot located near Skyline Boulevard and outside of wind-blown sand and coastal erosion areas.

Agency involvement will include the City and County of San Francisco (City) and the National Park Service, Golden Gate National Recreation Area (NPS-GGNRA). The project is anticipated to be located wholly within the City's right of way. Existing parking and beach access is GGNRA property. Caltrans property exists at the southern terminus at Skyline Boulevard. The project will terminate prior to Caltrans property and the trail crossing of Skyline Boulevard will, subject to the budgetary and fiscal provisions of the City Charter, be completed by the City. NPS will likely have to grant access for design and construction activities on NPS property.

The City's Great Highway interim rerouting project, which reduces the roadway from four lanes to two lanes, is assumed to be completed prior to construction of the proposed project. The interim rerouting project will remove vehicular traffic from the future trail and parking lot areas.

#### **E. PROJECT BUDGET**

<b>Item</b>	<b>Estimate (\$)</b>	<b>Comments</b>
Preliminary Engineering & NEPA	\$325,000	Includes scoping and contracting activities, and landscape architecture design
Construction	\$1,353,160	
Construction Engineering	\$140,000	
Contingency (10%)	\$181,816	
<b>Total</b>	<b>\$1,999,976</b>	

Increases to the overall project budget must be approved by the City.

**F. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Manage project development schedule and preliminary engineering costs</li> <li>• Be the lead agency for NEPA</li> <li>• Prepare and approve NEPA environmental documents and make project decisions based on the NEPA documents</li> <li>• Provide NEPA document and background information to the City for use in preparation of the CEQA document</li> <li>• Provide public meeting project materials</li> <li>• Perform topographic surveys and environmental surveys, as required</li> <li>• Obtain permits required for Federally constructed projects</li> <li>• Development of the plans, specifications and estimates (PS&amp;E). Provide project partners with draft PS&amp;E at project milestone phases for review</li> <li>• Provide utility investigations, relocation design services not provided by utility companies, and utility agreements</li> <li>• Advertise and award the construction contract</li> <li>• Administer the contract during construction</li> <li>• Provide Project Engineer on site for construction administration</li> </ul>	

Responsible Party	Product/Service/Role	Comments
City and County of San Francisco <sup>1</sup>	<ul style="list-style-type: none"> <li>• Designate a single point of contact, who will be the primary contact and act as a liaison to your agency for FHWA-CFLHD’s staff during project development and construction</li> <li>• Provide available data on traffic, accidents, material sources, environmental resources, topographic surveys, Great Highway rerouting project etc.</li> <li>• Comply with FLAP funding timeframe requirements. The project assumes the construction of the Great Highway interim rerouting project, which reduces the roadway from four lanes to two lanes and is estimated to be completed by March 31, 2018.</li> <li>• Be the CEQA Lead Agency</li> <li>• Complete all compliance documentation reviews and approve CEQA document</li> <li>• Review the environmental documents, plans and specifications at each phase of design</li> <li>• Lead public involvement activities</li> <li>• Attend reviews and meetings</li> <li>• Provide landscape architecture design</li> <li>• Obtain permits and approvals other than those required for Federal constructed projects including, but not limited to City Arts Commission, Structural Maintenance, SFPUC, and the Mayor’s Office on Disability</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that the completed PS&amp;E is consistent with the intended outcome</li> <li>• Provide encroachment permits for design and construction activities</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Assume responsibility of the NPDES permit, if required, after project completion</li> <li>• Attend a final inspection upon completion of construction</li> <li>• Provide final acceptance of the project</li> <li>• Provide long term maintenance and operation of the facility</li> </ul>	

<sup>1</sup> Note that all the City’s obligations are subject to the budgetary and fiscal provisions of the City Charter and the availability of funds appropriated for the performance of this agreement.

Responsible Party	Product/Service/Role	Comments
NPS – Golden Gate National Recreation Area	<ul style="list-style-type: none"> <li>• Designate a single point of contact, who will be the primary contact and act as a liaison to your agency for FHWA-CFLHD’s staff during project development and construction</li> <li>• Provide available data on traffic, environmental resources, topographic surveys, etc.</li> <li>• Review the environmental documents, plans and specifications at each phase of design</li> <li>• Provide public involvement support as needed</li> <li>• Attend reviews and meetings</li> <li>• Grant access to NPS property for design and construction activities.</li> </ul>	

**G. ROLES AND RESPONSIBILITIES – SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
FHWA-CFLHD	NEPA compliance document	May 2016 – 3/6/17	
City	CEQA compliance document	4/3/17	
FHWA-CFLHD	15% Plan Submittal	9/16/16	
City	Review of 15% Plans	9/19/16 – 9/30/16	
FHWA-CFLHD	50% PS&E submittal	1/17/17	
City	Project team review of 50% PS&E	1/18/17 – 1/31/17	
FHWA-CFLHD	50% Field Review	2/2/17	
FHWA-CFLHD	Revised 50% PS&E for SF RPD Review	3/6/17	
City	Rec & Park Commission approval of 50% PS&E	3/7//17 – 4/3/17	
FHWA-CFLHD	95% PS&E submittal	5/12/17	
City	Review of 95% PS&E	5/15/17 – 5/29/17	
FHWA-CFLHD	Completion of 100% PS&E	7/18/17	FY17 backup
City	Permits required for non-Federal projects	8/16/17	
City	Complete construction of Great Highway rerouting project	Finish 3/31/18	
FHWA-CFLHD	Construction of project	Apr 2018 – Jul 2018	

## **H. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA and CEQA process.

<b>Criteria</b>		<b>Comments</b>
Standard	<i>AASHTO Guide for Development of Bicycle Facilities (2012)</i>	
Functional Classification	Shared use path	
Surface Type	Asphalt/decomposed granite (or other unpaved surfacing)	
Design Volume	N/A	

## **I. ANTICIPATED FUNDING FOR ESTIMATED COSTS**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
Federal Lands Access Program	\$1,690,579	
City – Cash Match (13.22%)	\$264,397	
City – In-Kind Match (2.25%)	\$45,000	City will provide landscape architecture design
<b>TOTAL</b>	<b>\$1,999,976</b>	

## **J. MATCHING SHARE REQUIREMENTS**

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project by: allowable costs incurred by the local government (landscape architecture design) and cash donations.

Costs counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of costs incurred by the local government in-kind contributions was derived. All records associated with valuations or costs under Section I shall be accessible and be maintained for three years following project close-out.



**K. PROJECT TEAM MEMBERS - POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Address/Phone Number/Email</b>
Toni Moran, Environmental Specialist  Alternate: Stacy Bradley	City and County of San Francisco	Address: 30 Van Ness Ave. 3 <sup>rd</sup> Floor, Suite 3000 San Francisco, CA 94102 Telephone: 415.581-2555 Email: <a href="mailto:Toni.Moran@sfgov.org">Toni.Moran@sfgov.org</a>  Telephone: 415.575-5609 Email: <a href="mailto:Stacy.Bradley@sfgov.org">Stacy.Bradley@sfgov.org</a>
Kirsten Holder, Landscape Architect  Alternate: Brian Aviles	NPS-GGNRA	Address: Fort Mason Building 201 San Francisco, CA 94123 Telephone: 415.461.4934 Email: <a href="mailto:Kirsten_Holder@nps.gov">Kirsten_Holder@nps.gov</a>  Telephone: 415.461.4942 Email: <a href="mailto:brian_aviles@nps.gov">brian_aviles@nps.gov</a>
Nate Allen, Project Manager	FHWA-CFLHD	Address: 12300 Dakota Ave. Lakewood, CO 80228 Telephone: 720.963.3668 Email: <a href="mailto:nathan.allen@dot.gov">nathan.allen@dot.gov</a>

**L. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**M. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA-CFLHD</b>	<b>City and County of San Francisco</b>	<b>NPS-GGNRA</b>	<b>Time</b>
Nate Allen, Project Manager	Toni Moran, Environmental Specialist	Kirsten Holder, Landscape Architect	<i>14 days</i>
Gary Strike, Project Management Engineer	Stacy Bradley, Deputy Director of Planning, Capital and Planning Division, Recreation and Park Department	Brian Aviles, Acting Chief of Planning	<i>7 days</i>
Ingrid Allen, Acting Director of Project Delivery	Dawn Kamalanathan, Director of Capital and Planning Division, Recreation and Park Department	Aaron Roth, Deputy Superintendent	<i>30 days</i>

**N. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated by either party if either the NEPA/CEQA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees, subject to the budgetary and fiscal provisions of the City Charter, to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.