

File No. 101428

Committee Item No. 1

Board Item No. 5

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 1/12/11

Board of Supervisors Meeting

Date 1/25/11

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER

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Completed by: Gail Johnson

Date 1/7/11

Completed by: V Young

Date 1-14-11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Grant Agreements for Bicycle Projects]

2  
3 **Resolution approving three Bicycle Facility Program grant agreements with the Bay**  
4 **Area Air Quality Management District with contract terms of more than 10 years.**

5  
6 WHEREAS, Under Charter Section 9.118(b), contracts with a term of over 10 years  
7 must be approved by the Board of Supervisors; and,

8 WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has applied  
9 for and was awarded funding by the Bay Area Air Quality Management District (BAAQMD)  
10 under the Bicycle Facility Program for three projects: Bicycle Parking Project for \$84,000,  
11 John Muir Boulevard Bikeway for \$66,900, and The Great Highway Bikeway for \$15,300; and,

12 WHEREAS, BAAQMD has instituted a policy requiring that the term of grant  
13 agreements for BAAQMD-funded projects run for the useful life of the facilities or equipment  
14 funded by the grant, which often exceeds 10 years; and,

15 WHEREAS, The terms of the grant agreements for the Bicycle Facilities Projects will  
16 exceed 10 years; and,

17 WHEREAS, On December 7, 2010, the SFMTA Board of Directors adopted Resolution  
18 No. 10-153, which authorized the Executive Director/CEO to execute three Bicycle Facility  
19 Program agreements with BAAQMD for the Bicycle Facilities Projects and recommended that  
20 the Board of Supervisors approve the agreements; now, therefore, be it

21 **RESOLVED**, The Board of Supervisors approves the three Bicycle Facility Program  
22 agreements with BAAQMD, the terms of which are in excess of 10 years.

Gavin Newsom | Mayor

Tom Nolan | Chairman

Jerry Lee | Vice-Chairman

Cameron Beach | Director

Cheryl Brinkman | Director

Malcolm Heinicke | Director

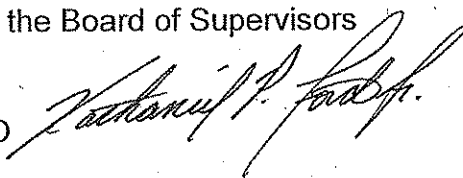
Bruce Oka | Director

Nathaniel P. Ford Sr. | Executive Director/CEO

**MEMORANDUM**

Date: November 19, 2010

To: Honorable Members of the Board of Supervisors

From: Nathaniel P. Ford Sr.  
Executive Director/CEO

Subject: Request for Approval of Resolution Authorizing the SFMTA Executive Director/CEO to Execute Three Bay Area Air Quality Management District (BAAQMD) Grant Agreements with Terms in Excess of Ten Years

Pursuant to Section 9.118(b) of the City Charter, contracts with a term of over ten years must be approved by the Board of Supervisors. The San Francisco Municipal Transportation Agency (SFMTA) requests that the Board of Supervisors authorize the Executive Director/CEO of the SFMTA to execute three grant agreements with the Bay Area Air Quality Management District (BAAQMD) with terms in excess of ten years.

**Background**

The SFMTA often applies to the BAAQMD for grants for the implementation of bicycle projects. The BAAQMD has a policy requiring the term of the grant agreements for BAAQMD funded projects to be same as the useful life of the facilities or equipment funded by the grant, which may exceed 10 years.

BAAQMD approved an SFMTA application from the Fiscal Year 09/10 Bicycle Facility Program to fund three Bicycle Facilities Projects in San Francisco. The projects are \$84,000 for bicycle parking, \$55,900 for bicycle lanes on John Muir Drive, and \$15,300 for a bicycle lane on the Great Highway.

**Contract Details**

This resolution will allow the SFMTA to immediately obtain Bicycle Facility Program (BFP) funding through the BAAQMD for three Bicycle Facility Program Projects as follows:

1. Bicycle Parking \$84,000: Bicycle racks will be installed primarily along commercial corridors, along the official San Francisco Bicycle Route Network, near transit routes and stations, or at other areas with high demand for bicycle parking throughout San Francisco. The San Francisco Municipal Transportation Agency (SFMTA) Bicycle Program has a backlog of nearly 750 bicycle rack requests due to the court injunction which stopped the installation of bicycle racks on public property. The SFMTA installs bicycle racks by public request from business owners, residents, and other stakeholders. Some installation locations are also determined by SFMTA staff based on need.
2. John Muir Bike Lanes \$66,900: This project will install bicycle lanes in both directions on John Muir Drive between Lake Merced Boulevard and Skyline Boulevard. This will modify existing parking on the south side of John Muir Drive by implementing back-in angled parking.
3. Great Highway Bike Lanes \$15,300: This project will install a bicycle lane on the Great Highway/Point Lobos Avenue, in both directions, from 48th Avenue/El Camino Del Mar to Fulton Street.

### **Project Funding Plan and Budget**

The SFMTA was recently awarded grants from the BAAQMD for the following three bicycle implementation projects totaling \$166,200, all of which have terms in excess of 10 years and thus would require BOS approval.

1. Bicycle Parking (\$84,000): Labor and Overhead will cost \$31,500 and Materials and Supplies will cost \$52,500. The overall project will cost \$196,594 with BFP funding of \$84,000 and TDA (Transportation Development Act Article 3) funding of \$112,594.
2. John Muir Bikeway (\$66,900): Labor and Overhead will cost \$13,380 and Materials and Supplies will cost \$53,520. The overall project will cost \$191,000 with BFP funding of \$66,900 and TDA funding of \$124,100.
3. Great Highway/Point Lobos Bikeway (\$15,300): Labor and Overhead will cost \$3,060 and Materials and Supplies will cost \$12,240. The overall project will cost \$108,000 with BFP funding of \$15,300 and TDA funding of \$92,700.

### **Alternatives Considered**

SFMTA staff requested that the BAAQMD make changes in its standard grant agreement language limiting the agreement term to ten (10) years. The BAAQMD did not agree to this request.

### **Status**

On December 7, 2010, the SFMTA Board of Directors will consider adopting a resolution that authorizes the Executive Director/CEO of the SFMTA to execute these three grant agreements with the BAAQMD for Bicycle Facility Program Projects where the term of these agreements are in excess of 10 years.

### **Recommendations**

The San Francisco Municipal Transportation Agency recommends that the Board of Supervisors authorize the Executive Director/CEO of the San Francisco Municipal Transportation Agency to execute these three grant agreements with the Bay Area Air Quality Management District that have terms in excess of 10 years.



TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP12

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as "Project Sponsor," and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

**RECITALS**

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA"), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including "implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program."
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program ("BFP" or "Program"), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District's jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP12 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin ("Project") based on the Program's eligibility criteria and on information provided in the Project Sponsor's application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

## SECTION II

### PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors, if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.
- 6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a



period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:

- a. Semi-annual Report, and
- b. Final Report.

The Air District may withhold funds pending receipt of all reports.

- 7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- 8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.
- 9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
  - a. The logo shall be used on signs posted at the site of any Project construction;
  - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
  - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
  - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.

- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are incorporated therein as Appendix A and made a part of the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance," dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

### SECTION III

#### **AIR DISTRICT OBLIGATIONS**

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

### SECTION IV

#### **GENERAL PROVISIONS**

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the "Project Useful Life," unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall

promptly inform the other of any changes for notice. All correspondence shall reference the "Project Number."

- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.

7) Termination:

- a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.

- c. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.
- The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further

that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

- 15) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) **Public Entities - Conflict of Interest:** The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

By: \_\_\_\_\_  
Sonali Bose  
Chief Financial Officer  
San Francisco Municipal Transportation Agency

Approved as to legal form:

By: \_\_\_\_\_  
Legal Counsel  
San Francisco Municipal Transportation Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO  
Bay Area Air Quality Management District

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel  
Bay Area Air Quality Management District

**ATTACHMENT A  
PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP12
3. **Total Project Cost** (Section II.2): \$196,594
4. **Matching Funds** (Section II.3): \$112,594
5. **BFP Funds Awarded** (Section II.3, III.1): The Air District will fund up to \$60 per bicycle space. The maximum award will be \$84,000. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 42.728% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

**BFP funds cannot be used to reimburse:**

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): None.

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## ATTACHMENT B PROJECT DESCRIPTION

1. **Project Title:** San Francisco Citywide Bicycle Racks Installation
2. **Project Useful Life:** 10 years
3. **Project Description:** Installation of bicycle racks accomodating a total of 1,400 bicycles in San Francisco. Racks may be installed at any of the 802 locations listed below not to exceed 10 bicycle spaces per location, with the exception of 1005 Hyde St., which should not exceed 20 bicycle spaces.

Address	Neighborhood	Est. Capacity
1100 Cesar Chavez St.	Bayview	2
Tennessee St. & Cesar Chavez St. #1	Bayview	2
Tennessee St. & Cesar Chavez St. #2	Bayview	4
1195 Evans St.	Bayview	2
1555 Galvez Ave.	Bayview	2
800 Innes Ave.	Bayview	2
2111 Jennings St.	Bayview	2
2650 Marin St.	Bayview	2
201 Williams Ave.	Bayview	2
1555 Yosemite Ave.	Bayview	2
Mission St. & 29th St. #1	Bernal Heights	2
Mission St. & 29th St. #2	Bernal Heights	2
Mission St. & 30th St.	Bernal Heights	2
100 Alemany Blvd.	Bernal Heights	2
Cortland St. & Anderson St.	Bernal Heights	2
3555 Cesar Chavez St.	Bernal Heights	2
410 Cortland Ave.	Bernal Heights	2
3270 Harrison St.	Bernal Heights	2
3313 Mission St.	Bernal Heights	6
30th St. & Mission St.	Bernal Heights	2
3158 Mission St.	Bernal Heights	6
3187 Mission St.	Bernal Heights	4
3188 Mission St.	Bernal Heights	2
3211 Mission St.	Bernal Heights	2
3218 Mission St.	Bernal Heights	2
3221 Mission St.	Bernal Heights	2
3312 Mission St.	Bernal Heights	2
3505 Mission St.	Bernal Heights	2
4056 Mission St.	Bernal Heights	2
Folsom St. & Precita Ave.	Bernal Heights	2
18 Virginia Ave.	Bernal Heights	2
Mission St. & Cesar Chavez St.	Bernal Heights	4
235 Cortland Ave.	Bernal Heights	2
461 Cortland Ave.	Bernal Heights	2
Mission St. & Cortland Ave.	Bernal Heights	2



Address	Neighborhood	Est. Capacity
3223 Mission St.	Bernal Heights	2
3269 Mission St.	Bernal Heights	2
3438 Mission St.	Bernal Heights	2
Treat St. & Precita Ave.	Bernal Heights	2
1580 Valencia St.	Bernal Heights	2
773 14th St.	Castro	2
Market St. & 14th St.	Castro	2
2128 15th St.	Castro	2
3506 16th St.	Castro	6
3583 16th St.	Castro	2
3705 17th St.	Castro	2
4094 18th St.	Castro	2
Castro St. & 18th St.	Castro	4
4147 19th St.	Castro	2
Castro St. & 19th St.	Castro	2
Eureka St. & 20th St.	Castro	4
16th St. & Castro St.	Castro	4
422 Castro St.	Castro	2
444 Castro St.	Castro	2
456 Castro St.	Castro	2
500 Castro St.	Castro	2
501 Castro St.	Castro	2
518 Castro St.	Castro	2
538 Castro St.	Castro	2
579 Castro St.	Castro	8
583 Castro St.	Castro	6
130 Church St.	Castro	10
172 Church St.	Castro	2
17th St. & Church St.	Castro	2
198 Church St.	Castro	2
227 Church St.	Castro	2
450 Church St.	Castro	2
18th St. & Collingwood St.	Castro	2
97 Collingwood St.	Castro	2
117 Diamond St.	Castro	2
299 Dolores St.	Castro	2
455 Dolores St.	Castro	2
501 Dolores St.	Castro	2
301 Eureka St.	Castro	2
2262 Market St.	Castro	2
2275 Market St.	Castro	2
Church St. & Market St.	Castro	2
139 Noe St.	Castro	2
500 Noe St.	Castro	2
Market St. & Noe St.	Castro	2

Address	Neighborhood	Est. Capacity
16th St. & Sanchez St.	Castro	6
Duboce St. & Sanchez St.	Castro	2
63 Walter St.	Castro	2
1970 15th St.	Castro	2
Dolores St. & 18th St.	Castro	2
18th St. & Castro St.	Castro	2
375 Castro St.	Castro	2
598 Castro St.	Castro	4
18th St. & Church St.	Castro	2
225 Church St.	Castro	2
18th St. & Dolores St.	Castro	4
2124 Market St.	Castro	2
2170 Market St.	Castro	2
Market St.	Castro	2
530 Bush St.	Chinatown	2
675 California St.	Chinatown	2
562 Grant Ave.	Chinatown	2
Columbus Ave. & Jack Kerouac Alley	Chinatown	2
1033 Kearny St.	Chinatown	2
919 Kearny St.	Chinatown	2
929 Bush St.	Civic Center	2
929 Bush St.	Civic Center	2
234 Eddy St.	Civic Center	4
939 Eddy St.	Civic Center	4
410 Ellis St.	Civic Center	2
875 Geary St.	Civic Center	2
417 Gough St.	Civic Center	2
199 Grove St.	Civic Center	2
644 Hyde St.	Civic Center	2
Fulton Ave. & Hyde St.	Civic Center	2
Turk St. & Hyde St.	Civic Center	2
200 Larkin St.	Civic Center	4
500 Larkin St.	Civic Center	2
560 Larkin St.	Civic Center	4
625 Larkin St.	Civic Center	6
717 Leavenworth St.	Civic Center	2
1108 Market St.	Civic Center	4
1170 Market St.	Civic Center	2
865 Market St.	Civic Center	2
870 Market St.	Civic Center	2
890 Market St.	Civic Center	2
901 Market St.	Civic Center	2
140 Mason St.	Civic Center	2
400 McAllister St.	Civic Center	4
Polk St. & McAllister St.	Civic Center	4

Address	Neighborhood	Est. Capacity
50 Oak St.	Civic Center	2
501 O'Farrell St.	Civic Center	2
859 O'Farrell St.	Civic Center	4
40 Page St.	Civic Center	2
1131 Polk St.	Civic Center	4
490 Post St.	Civic Center	2
550 Post St.	Civic Center	2
754 Post St.	Civic Center	2
800 Post St.	Civic Center	2
Powell St. & Post St.	Civic Center	2
500 Sutter St.	Civic Center	2
625 Sutter St.	Civic Center	2
925 Sutter St.	Civic Center	2
55 Taylor St.	Civic Center	2
740 Taylor St.	Civic Center	2
749 Taylor St.	Civic Center	2
100 Van Ness Ave.	Civic Center	2
1000 Van Ness Ave.	Civic Center	2
201 Van Ness Ave.	Civic Center	2
540 Van Ness Ave.	Civic Center	2
Geary St. & Jones St.	Civic Center	2
450 Sutter St.	Civic Center	2
859 Prague St.	Crocker Amazon	4
1166 Geneva Ave.	Crocker Amazon	2
380 Bacon St.	Excelsior	2
4221 Mission St.	Excelsior	2
4681 Mission St.	Excelsior	2
58 Karen Court	Excelsior	4
275 Battery St.	Financial District	2
444 Battery St.	Financial District	4
333 Bush St.	Financial District	2
345 California St.	Financial District	2
425 California St.	Financial District	2
580 California St.	Financial District	2
640 Clay St.	Financial District	2
Sacramento St. & Drumm St.	Financial District	2
Mission St. & Freemont St.	Financial District	2
215 Fremont St.	Financial District	2
50 Fremont St.	Financial District	2
199 Geary Blvd.	Financial District	2
49 Geary Blvd.	Financial District	2
170 Grant Ave.	Financial District	2
56 Grant St.	Financial District	2
59 Grant St.	Financial District	2
405 Howard St.	Financial District	2

Address	Neighborhood	Est. Capacity
747 Howard St.	Financial District	2
568 Howard.	Financial District	2
25 Kearny St.	Financial District	2
307 Kearny St.	Financial District	2
Sutter St. & Kearny St.	Financial District	2
525 Market St.	Financial District	2
595 Market St.	Financial District	2
685 Market St.	Financial District	2
760 Market St.	Financial District	2
785 Market St.	Financial District	2
650 Mission St.	Financial District	2
654 Mission St.	Financial District	6
701 Mission St.	Financial District	2
736 Mission St.	Financial District	2
Market St. & Montgomery St.	Financial District	2
250 Montgomery St.	Financial District	2
910 Montgomery St.	Financial District	2
Sutter St. & Montgomery St.	Financial District	2
180 New Montgomery St.	Financial District	4
79 New Montgomery St.	Financial District	2
Stockton St. & O'Farrell St.	Financial District	2
Montgomery St. & Pine St.	Financial District	6
350 Sacramento St.	Financial District	2
Folsom St. & Spear St.	Financial District	2
Market St. & Spear St.	Financial District	2
121 Steuart St.	Financial District	2
169 Steuart St.	Financial District	2
180 Steuart St.	Financial District	2
Howard St. & Steuart St.	Financial District	2
49 Stevenson St.	Financial District	2
55 Stockton St.	Financial District	2
Post St. & Stockton St.	Financial District	4
Columbus Ave. & Washington	Financial District	2
1 Front St.	Financial District	2
305 Grant Ave.	Financial District	2
10 Mark Ln.	Financial District	2
8 Mission St.	Financial District	4
220 Montgomery St.	Financial District	2
131 Steuart St.	Financial District	2
Geary St. & Stockton St.	Financial District	2
6101 Fulton St.	GGP	2
100 John F. Kennedy Drive	GGP	2
55 Concourse Dr.	GGP	2
669 Chenery St.	Glen Park	2
Chenery & Diamond Heights	Glen Park	2

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BAAQMD FY2009/2010 BFP Funding Agreement

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Address	Neighborhood	Est. Capacity
653 Chenery St.	Glen Park	2
Diamond St. & Wilder St.	Glen Park	2
300 Broderick St.	Haight Ashbury	2
308 Broderick St.	Haight Ashbury	4
Grove St. & Broderick St.	Haight Ashbury	2
Oak St. & Broderick St.	Haight Ashbury	2
85 Carl St.	Haight Ashbury	2
554 Clayton St.	Haight Ashbury	2
1000 Cole St.	Haight Ashbury	2
701 Cole St.	Haight Ashbury	4
855 Cole St.	Haight Ashbury	2
321 Divisadero St.	Haight Ashbury	2
359 Divisadero St.	Haight Ashbury	2
2140 Fell St.	Haight Ashbury	2
1335 Fulton St.	Haight Ashbury	10
1777 Fulton St.	Haight Ashbury	2
1500 Grove St.	Haight Ashbury	2
1250 Haight St.	Haight Ashbury	2
1322 Haight St.	Haight Ashbury	2
1400 Haight St.	Haight Ashbury	2
1630 Haight St.	Haight Ashbury	2
1632 Haight St.	Haight Ashbury	2
1727 Haight St.	Haight Ashbury	2
1860 Hayes St.	Haight Ashbury	2
1935 Hayes St.	Haight Ashbury	2
Haight St. & Masonic Ave.	Haight Ashbury	2
756 Stanyan St.	Haight Ashbury	4
780 Stanyan St.	Haight Ashbury	2
1257 Waller St.	Haight Ashbury	2
357 Frederick St.	Haight Ashbury	2
165 Grattan St.	Haight Ashbury	2
2049 Grove St.	Haight Ashbury	2
2049 Grove St.	Haight Ashbury	2
1351 Haight St.	Haight Ashbury	4
1388 Haight St.	Haight Ashbury	2
450 Stanyan St.	Haight Ashbury	4
640 Stanyan St.	Haight Ashbury	2
Hayes St. & Stanyan St.	Haight Ashbury	2
Stanyan St. & Waller	Haight Ashbury	2
1652 Waller St.	Haight Ashbury	2
746 Arguello Blvd.	Inner Richmond	2
782 Arguello Blvd.	Inner Richmond	2
127 Clement St.	Inner Richmond	2
1401 Clement St.	Inner Richmond	2
151 Clement St.	Inner Richmond	2

Address	Neighborhood	Est. Capacity
1541 Clement St.	Inner Richmond	2
708 Clement St.	Inner Richmond	4
2801 Geary Blvd.	Inner Richmond	2
5030 Geary Blvd.	Inner Richmond	2
Arguello Blvd. & McAllister St.	Inner Richmond	2
4334 California St.	Inner Richmond	2
200 Clement St.	Inner Richmond	4
407 Clement St.	Inner Richmond	2
506 Clement St.	Inner Richmond	2
520 Clement St.	Inner Richmond	2
9 Clement St.	Inner Richmond	2
3848 Geary Blvd.	Inner Richmond	2
4151 Geary Blvd.	Inner Richmond	2
5201 Geary Blvd.	Inner Richmond	2
Judah St. & 10th Ave.	Inner Sunset	2
1311 16th Ave.	Inner Sunset	2
100 Irving St.	Inner Sunset	2
1220 Irving St.	Inner Sunset	2
1634 Irving St.	Inner Sunset	2
1722 Irving St.	Inner Sunset	2
Funston Ave. & Irving St.	Inner Sunset	2
775 Frederick St.	Inner Sunset	2
1200 Irving St.	Inner Sunset	2
455 Irving St.	Inner Sunset	2
445 Judah St.	Inner Sunset	2
3100 19th Ave.	Lakeshore	2
3251 20th Ave.	Lakeshore	2
2501 Ocean Ave.	Lakeshore	2
2550 ocean Ave.	Lakeshore	2
2666 Ocean Ave.	Lakeshore	2
2675 Ocean Ave.	Lakeshore	2
1533 Sloat Ave.	Lakeshore	2
1 Zoo Rd.	Lakeshore	2
2575 Ocean Ave.	Lakeshore	2
2645 Ocean Ave.	Lakeshore	2
Ocean Beach	Lakeshore	2
1515 Sloat Blvd.	Lakeshore	2
Lake Merced Blvd. & Sunset Blvd.	Lakeshore	2
3309 Fillmore St.	Marina	2
3055 Gough St.	Marina	6
1801 Green St.	Marina	2
Green St. & Octavia St.	Marina	2
3213 Pierce St.	Marina	2
1690 Union St.	Marina	2
1909 Union St.	Marina	4

Address	Neighborhood	Est. Capacity
3223 Webster St.	Marina	2
3318 Steiner St.	Marina	2
1514 Union St.	Marina	2
1746 Union St.	Marina	2
Valencia St. & 14th St.	Mission	2
2700 16th St.	Mission	2
2961 16th St.	Mission	2
2973 16th St.	Mission	4
3200 16th St.	Mission	2
3230 16th St.	Mission	2
3271 16th St.	Mission	2
3404 17th St.	Mission	2
3579 17th St.	Mission	2
Folsom St. & 17th St.	Mission	4
3150 18th St.	Mission	2
3406 18th St.	Mission	4
3458 18th St.	Mission	2
Mission St. & 18th St.	Mission	2
3493 19th St.	Mission	2
Harrison St. & 19th St.	Mission	2
3030 20th St.	Mission	2
3344 20th St.	Mission	2
3380 20th St.	Mission	2
3394 20th St.	Mission	2
3520 20th St.	Mission	2
2781 21st St.	Mission	2
2926 21st St.	Mission	2
3266 21st St.	Mission	2
3242 22nd St.	Mission	2
3248 22nd St.	Mission	2
3286 22nd St.	Mission	2
3387 22nd St.	Mission	2
3394 22nd St.	Mission	2
3416 22nd St.	Mission	2
3509 23rd St.	Mission	2
Florida St. & 23rd St.	Mission	2
2704 24th St.	Mission	2
2871 24th St.	Mission	4
3000 24th St.	Mission	2
3045 24th St.	Mission	6
3050 24th St.	Mission	2
3101 24th St.	Mission	4
3336 24th St.	Mission	2
Valencia St. & 24th St.	Mission	4
3476 25th St.	Mission	2

Address	Neighborhood	Est. Capacity
1344 Alabama Ave.	Mission	2
350 Alabama St.	Mission	2
499 Alabama St.	Mission	2
660 Alabama St.	Mission	2
16th St. & Albion St.	Mission	2
24th St. & Bartlett St.	Mission	2
37 Bartlett St.	Mission	2
1590 Bryant St.	Mission	2
1890 Bryant St.	Mission	4
2001 Bryant St.	Mission	6
2050 Bryant St.	Mission	2
21st St. & Bryant St.	Mission	2
22nd St. & Bryant St.	Mission	4
2301 Bryant St.	Mission	2
2406 Bryant St.	Mission	2
2501 Bryant St.	Mission	2
2501 Bryant St.	Mission	2
337 Capp St	Mission	2
15th St. & Capp St.	Mission	2
24th St. & Capp St.	Mission	2
544 Capp St.	Mission	2
580 Capp St.	Mission	2
Potrero Ave. & Cesar Chavez St.	Mission	2
Valencia St. & Duboce St.	Mission	2
Mariposa St & Florida St.	Mission	4
1900 Folsom St.	Mission	2
2130 Folsom St.	Mission	2
2502 Folsom St.	Mission	2
2762 Folsom St.	Mission	4
2844 Folsom St.	Mission	2
1005 Guerrero St.	Mission	2
1335 Guerrero St.	Mission	2
18th St. & Guerrero St.	Mission	2
19th St. & Guerrero St.	Mission	2
360 Guerrero St.	Mission	2
598 Guerrero St.	Mission	2
18th St. & Harrison St.	Mission	2
19th St. & Harrison St.	Mission	2
2295 Harrison St.	Mission	2
2401 Harrison St.	Mission	2
2413 Harrison St.	Mission	2
24th St. & Harrison St.	Mission	2
2576 Harrison St.	Mission	2
2790 Harrison St.	Mission	4
2424 Mariposa St.	Mission	2



Address	Neighborhood	Est. Capacity
16th St. & Mission St.	Mission	2
1933 Mission St.	Mission	2
2023 Mission St.	Mission	2
2141 Mission St.	Mission	2
2366 Mission St.	Mission	2
2390 Mission St.	Mission	2
23rd St. & Mission St.	Mission	2
2508 Mission St.	Mission	2
2534 Mission St.	Mission	2
2575 Mission St.	Mission	2
25th St. & Mission St.	Mission	2
2704 Mission St.	Mission	2
2777 Mission St.	Mission	2
2901 Mission St.	Mission	2
15th St. & Natoma St.	Mission	2
1028 Potrero Ave.	Mission	2
1398 S. Van Ness Ave.	Mission	2
1467 S. Van Ness Ave.	Mission	4
20th St. & S. Van Ness Ave.	Mission	2
333 San Jose Ave.	Mission	2
321 Shotwell St.	Mission	2
351 Shotwell St.	Mission	4
583 Shotwell St.	Mission	2
587 Shotwell St.	Mission	2
806 South Van Ness Ave.	Mission	2
18th St. & Treat St.	Mission	2
15th St. & Valencia	Mission	2
1026 Valencia St.	Mission	2
1125 Valencia St.	Mission	2
1304 Valencia St.	Mission	2
1387 Valencia St.	Mission	2
1417 Valencia St.	Mission	2
1452 Valencia St.	Mission	2
1460 Valencia St.	Mission	2
1498 Valencia St.	Mission	4
1501 Valencia St.	Mission	2
1509 Valencia St.	Mission	2
199 Valencia St.	Mission	2
225 Valencia St.	Mission	2
23rd St. & Valencia St.	Mission	2
24th St. & Valencia St.	Mission	2
250 Valencia St.	Mission	2
508 Valencia St.	Mission	4
527 Valencia St.	Mission	4
803 Valencia St.	Mission	2

Address	Neighborhood	Est. Capacity
849 Valencia St.	Mission	6
888 Valencia St.	Mission	4
900 Valencia St.	Mission	2
1058 Valencia St.	Mission	4
160 14th St.	Mission	2
233 14th St.	Mission	2
417 14th St.	Mission	2
1434 15th St.	Mission	2
Valencia St. & 15th St.	Mission	2
Valencia St. & 16th St.	Mission	4
3639 18th St.	Mission	4
3118 18th St.	Mission	4
Valencia St. & 18th St.	Mission	2
3385 22nd St.	Mission	2
2635 23rd St.	Mission	4
3648 24th St.	Mission	4
Folsom St. & 24th	Mission	8
450 Florida St.	Mission	2
1745 Folsom St.	Mission	2
1779 Folsom St.	Mission	2
1800 Folsom St.	Mission	2
2128 Folsom St.	Mission	2
2842 Folsom St.	Mission	2
2848 Folsom St.	Mission	4
2948 Folsom St.	Mission	2
16th St. & Guerrero St.	Mission	8
198 Guerrero St.	Mission	2
2051 Harrison St.	Mission	2
24th St. & Harrison St.	Mission	2
Market St. & Laguna St.	Mission	2
383 Lexington Ave.	Mission	2
2193 Mission St.	Mission	8
2690 Mission St.	Mission	2
2751 Mission St.	Mission	2
2900 Mission St.	Mission	6
14th St. & Natoma St.	Mission	2
1310 Potrero Ave.	Mission	4
331 Potrero Ave.	Mission	2
491 Potrero Ave.	Mission	2
1043 Treat Ave.	Mission	2
1299 Valencia St.	Mission	2
1304 Valencia St.	Mission	4
1453 Valencia St.	Mission	2
14th St. & Valencia St.	Mission	2
16th St. & Valencia St.	Mission	2

Address	Neighborhood	Est. Capacity
19th St. & Valencia St.	Mission	2
220 Valencia St.	Mission	2
260 Valencia St.	Mission	2
302 Valencia St.	Mission	2
375 Valencia St.	Mission	2
400 Valencia St.	Mission	2
35 Woodward St.	Mission	2
1633 California St.	Nob Hill	2
Hyde St. & California St.	Nob Hill	4
1005 Hyde St.	Nob Hill	20
1095 Hyde St.	Nob Hill	2
1521 Hyde St.	Nob Hill	2
900 Hyde St.	Nob Hill	2
1276 Jackson St.	Nob Hill	2
1567 Pacific Ave.	Nob Hill	2
1359 Pine St.	Nob Hill	2
1620 Polk St.	Nob Hill	2
1650 Polk St.	Nob Hill	2
1760 Polk St.	Nob Hill	2
1590 Sacramento St.	Nob Hill	2
1790 Washington St.	Nob Hill	2
Dolores St & 22nd St	Noe Valley	2
Dolores St. & 24th St	Noe Valley	8
3800 24th St.	Noe Valley	2
Noe St. & 25th St.	Noe Valley	2
1414 Castro St.	Noe Valley	2
1550 Church St.	Noe Valley	2
816 Diamond St.	Noe Valley	2
26th St. & Douglass St.	Noe Valley	2
461 Hoffman Ave.	Noe Valley	2
1220 Noe St.	Noe Valley	2
1286 Sanchez St.	Noe Valley	4
3950 24th St.	Noe Valley	2
4040 24th St.	Noe Valley	2
1606 Church St.	Noe Valley	2
Columbus Ave. & Broadway St.	North Beach	4
543 Columbus Ave.	North Beach	2
Stockton St. & Columbus Ave.	North Beach	2
666 Filbert St.	North Beach	2
565 Green St.	North Beach	2
Bay St. & Powell St.	North Beach	2
601 Vallejo St.	North Beach	2
201 Filbert St.	North Beach	2
1756 Stockton St.	North Beach	2
393 Ashton Ave.	Ocean View	2

Address	Neighborhood	Est. Capacity
551 Faxon St.	Ocean View	2
1001 Ocean Ave.	Ocean View	2
1125 Ocean Ave.	Ocean View	2
1515 Ocean Ave.	Ocean View	2
1631 Ocean Ave.	Ocean View	2
1735 Ocean Ave.	Ocean View	2
1827 Ocean Ave.	Ocean View	2
1900 Ocean Ave.	Ocean View	4
1935 Ocean Ave.	Ocean View	10
1963 Ocean Ave.	Ocean View	4
Mission St. & Excelsior Ave.	Outer Mission	2
250 Foerster St.	Outer Mission	4
Mission St. & Geneva Ave.	Outer Mission	4
765 Monterey Blvd.	Outer Mission	2
15 Onondaga Ave.	Outer Mission	2
1794 San Jose Ave.	Outer Mission	2
1901 San Jose Ave.	Outer Mission	2
San Jose Ave. & San Juan Ave.	Outer Mission	2
Elk St. & Bosworth St.	Outer Mission	2
Judah St. & 44th Ave.	Outer Sunset	2
2337 Irving St.	Outer Sunset	2
2401 Irving St.	Outer Sunset	2
4033 Judah St.	Outer Sunset	2
Judah St. & La Playa St.	Outer Sunset	2
Great Highway & Lincoln Way	Outer Sunset	2
1618 Noriega St.	Outer Sunset	2
3901 Noriega St.	Outer Sunset	2
Great Highway & Noriega St.	Outer Sunset	2
Irving St. & 22nd Ave.	Outer Sunset	4
2520 Judah St.	Outer Sunset	2
4001 Judah St.	Outer Sunset	2
Judah St. & La Playa St.	Outer Sunset	2
2333 Buchanan St.	Pacific Heights	4
2261 Fillmore St.	Pacific Heights	4
2343 Fillmore St.	Pacific Heights	4
2455 Fillmore St.	Pacific Heights	4
Fillmore St. & Jackson St.	Pacific Heights	2
Jackson St. & Lyon St.	Pacific Heights	2
3150 Sacramento St.	Pacific Heights	2
Fillmore St. & Sacramento St.	Pacific Heights	2
2115 Van Ness Ave.	Pacific Heights	2
2415 19th Ave.	Parkside	2
Taraval St. & 25th Ave.	Parkside	2
Taraval St. & 26th Ave.	Parkside	2
Taraval St. & 40th Ave.	Parkside	2

Address	Neighborhood	Est. Capacity
Sloat Blvd. & 45th Ave.	Parkside	2
2218 48th Ave.	Parkside	2
1011 Taraval St.	Parkside	2
3050 Taraval St.	Parkside	2
3639 Taraval St.	Parkside	2
926 Taraval St.	Parkside	2
1202 Vicente St.	Parkside	2
1007 Taraval St.	Parkside	2
1223 Taraval St.	Parkside	2
1539 Taraval St.	Parkside	2
1233 17th St.	Potrero	2
1600 17th St.	Potrero	2
Rhode Island St. & 17th St.	Potrero	2
1524 20th St.	Potrero	2
732 22nd St.	Potrero	2
904 22nd St.	Potrero	2
Wisconsin St. & Coral St.	Potrero	4
16th St. & Deharo St.	Potrero	8
500 DeHaro St.	Potrero	2
1325 Indiana St.	Potrero	2
1325 Kansas St.	Potrero	2
350 Kansas St.	Potrero	2
1555 Mariposa St.	Potrero	2
450 Rhode Island St.	Potrero	2
1746 18th St.	Potrero	2
1796 E 18th St.	Potrero	2
300 Connecticut St.	Potrero	2
300 De Haro St.	Potrero	4
765 Pennsylvania St.	Potrero	2
17th St. & Rhode Island St.	Potrero	2
17th St. & Wisconsin St.	Potrero	2
14th Ave. Folsom	Presidio	2
Baker Beach	Presidio	2
397 Arguello Blvd.	Presidio Heights	2
405 Arguello Blvd.	Presidio Heights	2
3580 California St.	Presidio Heights	2
3838 California St.	Presidio Heights	2
3600 Sacramento St.	Presidio Heights	4
3905 Sacramento St.	Presidio Heights	2
California St. & Spruce St.	Presidio Heights	2
9 Presidio Terrace	Presidio Heights	4
Balboa St. & 41st Ave.	Richmond	2
Great Highway & Balboa St.	Richmond	2
22nd Ave. & California St.	Richmond	2
2315 Clement St.	Richmond	2

Address	Neighborhood	Est. Capacity
Great Highway & Fulton St.	Richmond	2
3717 Balboa St.	Richmond	2
Stockton St. & Broadway Ave.	Russian Hill	2
900 Columbus Ave.	Russian Hill	2
901 Columbus Ave.	Russian Hill	2
Chestnut St. & Columbus Ave.	Russian Hill	2
865 Filbert St.	Russian Hill	2
2300 Polk St.	Russian Hill	2
673 Union St.	Russian Hill	2
915 Columbus Ave.	Russian Hill	2
Polk St. & Green	Russian Hill	4
1299 Lombard St.	Russian Hill	2
2140 Polk St.	Russian Hill	4
2254 Polk St.	Russian Hill	2
1362 Stockton St.	Russian Hill	2
2260 Van Ness Ave.	Russian Hill	2
3129 Clement St.	Sea Cliff	2
3131 Clement St.	Sea Cliff	2
165 10th St.	Soma	2
353 10th St.	Soma	2
333 11th St.	Soma	4
51 6th St.	Soma	2
205 Berry St.	Soma	2
401 Berry St.	Soma	2
890 Bryant St.	Soma	2
1168 Folsom St.	Soma	2
1285 Folsom St.	Soma	2
1425 Folsom St.	Soma	2
854 Folsom St.	Soma	2
410 Harriet St.	Soma	2
1351 Harrison St.	Soma	2
657 Harrison St.	Soma	2
1255 Howard St.	Soma	2
851 Howard St.	Soma	2
221 King St.	Soma	2
280 King St.	Soma	4
286 King St.	Soma	2
298 King St.	Soma	2
301 King St.	Soma	4
1119 Market St.	Soma	8
1651 Market St.	Soma	2
1665 Market St.	Soma	2
1680 Market St.	Soma	2
1751 Market St.	Soma	2
1760 Market St.	Soma	2

Address	Neighborhood	Est. Capacity
835 Market St.	Soma	2
845 Market St.	Soma	2
Van Ness Ave & Market	Soma	4
30 McCoppin St.	Soma	2
476 Minna St.	Soma	2
661 Minna St.	Soma	20
66 Mint Plaza	Soma	2
10th St. & Mission St.	Soma	2
1121 Mission St.	Soma	2
1260 Mission St.	Soma	2
1310 Mission St.	Soma	2
1519 Mission St.	Soma	2
825 Mission St.	Soma	2
868 Mission St.	Soma	2
981 Mission St.	Soma	2
60 Moss St.	Soma	2
505 Natoma St.	Soma	6
Market St. & Polk St.	Soma	2
251 Rhode Island St.	Soma	2
131 S. Van Ness Ave. #1	Soma	2
131 S. Van Ness Ave. #2	Soma	2
16 Sherman St.	Soma	4
151 Townsend St.	Soma	10
446 Townsend St.	Soma	2
659 Townisend St.	Soma	2
Market St. & Van Ness Ave.	Soma	2
245 11th St.	Soma	2
66 6th St.	Soma	2
548 Brannan St.	Soma	2
415 Byrant St.	Soma	2
30 Cleveland St.	Soma	2
1516 Folsom St.	Soma	2
764 Harrison St.	Soma	6
12th St. & Market St.	Soma	2
1543 Mission St.	Soma	2
76 Moss St.	Soma	2
1315 Ocean Ave.	W. of Twin Peaks	2
1500 Ocean Ave.	W. of Twin Peaks	2
1501 Ocean Ave.	W. of Twin Peaks	2
1708 Ocean Ave.	W. of Twin Peaks	2
1920 Ocean Ave.	W. of Twin Peaks	2
2377 Ocean Ave.	W. of Twin Peaks	2
2381 Ocean Ave.	W. of Twin Peaks	2
1205 Plymouth St.	W. of Twin Peaks	2
Ulloa St. & West Portal Ave.	W. of Twin Peaks	2

Address	Neighborhood	Est. Capacity
Laguna Honda Blvd. & Woodside Ave.	W. of Twin Peaks	4
1338 Ocean Ave.	W. of Twin Peaks	2
1830 Ocean Ave.	W. of Twin Peaks	2
601 Baker St.	Western Addition	2
1530 Buchanan St.	Western Addition	2
300 Buchanan St.	Western Addition	2
3112 California St.	Western Addition	2
3150 California St.	Western Addition	2
1221 Divisadero St.	Western Addition	2
1734 Divisadero St.	Western Addition	2
286 Divisadero St.	Western Addition	2
298 Divisadero St.	Western Addition	2
500 Divisadero St.	Western Addition	2
512 Divisadero St.	Western Addition	2
530 Divisadero St.	Western Addition	10
543 Divisadero St.	Western Addition	4
560 Divisadero St.	Western Addition	2
621 Divisadero St.	Western Addition	4
639 Divisadero St.	Western Addition	2
641 Divisadero St.	Western Addition	4
645 Divisadero St.	Western Addition	4
650 Divisadero St.	Western Addition	2
651 Divisadero St.	Western Addition	2
661 Divisadero St.	Western Addition	2
728 Divisadero St.	Western Addition	2
837 Divisadero St.	Western Addition	2
846 Divisadero St.	Western Addition	4
860 Divisadero St.	Western Addition	2
821 Divisadero St.	Western Addition	2
531 Divisadero St.	Western Addition	2
Laguna St. & Fell St.	Western Addition	6
1714 Fillmore St.	Western Addition	2
1201 Fillmore St.	Western Addition	2
1300 Fillmore St.	Western Addition	4
1300-1330 Fillmore St.	Western Addition	2
1515 Fillmore St.	Western Addition	2
1944 Fillmore St.	Western Addition	2
2043 Fillmore St.	Western Addition	2
Hayes St. & Fillmore St.	Western Addition	2
Post St. & Fillmore St.	Western Addition	4
672 Fulton St.	Western Addition	2
1610 Geary Blvd.	Western Addition	2
1750 Geary Blvd.	Western Addition	2
1805 Geary Blvd.	Western Addition	2
2238 Geary Blvd.	Western Addition	2



Address	Neighborhood	Est. Capacity
Webster St. & Geary Blvd.	Western Addition	2
1290 Grove St.	Western Addition	2
Divisadero St. & Grove St.	Western Addition	2
786 Haight St.	Western Addition	2
791 Haight St.	Western Addition	2
506 Hayes St.	Western Addition	4
551 Hayes St.	Western Addition	4
579 Hayes St.	Western Addition	2
Divisadero St. & Hayes St.	Western Addition	4
1798 McAllister St.	Western Addition	2
988 Oak St.	Western Addition	2
201 Octavia St.	Western Addition	2
523 Octavia St.	Western Addition	2
Hayes St. & Octavia St.	Western Addition	2
Divisadero St. & O'Farrell St.	Western Addition	4
144 Page St.	Western Addition	2
297 Page St.	Western Addition	2
300 Page St.	Western Addition	2
Divisadero St. & Page St.	Western Addition	4
1700 Peirce St.	Western Addition	2
2325 Pine St.	Western Addition	4
520 Scott St.	Western Addition	2
Corner McAllister St. & Steiner	Western Addition	2
530 Steiner St.	Western Addition	6
McAllister St. & Steiner St.	Western Addition	2
Oak St. & Steiner St.	Western Addition	2
2300 Sutter St.	Western Addition	2
Fillmore St. & Sutter St.	Western Addition	2
Fillmore St. & Waller St.	Western Addition	4
Fulton Ave. & Webster St.	Western Addition	2
444 Divisadero St.	Western Addition	2
628 Divisadero St.	Western Addition	2
406 Fell St.	Western Addition	2
Haight St. & Fillmore St.	Western Addition	2
1300 Fulton St.	Western Addition	2
465 Grove St.	Western Addition	4
607 Haight St.	Western Addition	2
Divisadero St. & Haight St.	Western Addition	2
500 Hayes St.	Western Addition	2
519 Hayes St.	Western Addition	2
602 Hayes St.	Western Addition	2
Divisadero St. & Hayes St.	Western Addition	2
1355 McAllister St.	Western Addition	4
449 Octavia St.	Western Addition	2
Bush St. & Octavia St.	Western Addition	2

Address	Neighborhood	Est. Capacity
1405 Van Ness Ave.	Western Addition	2
Ivy St. & Webster St. #1	Western Addition	2
Ivy St. & Webster St. #2	Western Addition	2

**4. Project Schedule:**

Milestone	Date
Project Start	Effective Date of Agreement
Project Complete	April 30, 2012
Final Report due, per Attachment C	July 31, 2012

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**ATTACHMENT C**  
**MONITORING OF PROJECT PERFORMANCE**

**1. Semi-annual Reports (Section II.6):**

**Due Dates:** Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

**2. Final Report Due Date (Section II.6): July 31, 2012**

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
  1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
  2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
  1. Physical features and dimensions;
  2. Security features and mechanism for gaining access; and
  3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
  1. Bicycle rack technical specifications;
  2. Type and service routes of vehicles the racks are installed on; and
  3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D  
INSURANCE REQUIREMENTS**

**Verification of Coverage**

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

**MINIMUM SCOPE OF INSURANCE**

Required  
if marked

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

- |         |                                     |   |
|---------|-------------------------------------|---|
| Initial | <input checked="" type="checkbox"/> | <b>1. Liability Insurance:</b><br>Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.                      |
| Initial | <input checked="" type="checkbox"/> | <b>2. Property Insurance for Purchase of New Equipment</b><br>Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment. |

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP13

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as "Project Sponsor," and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

**RECITALS**

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA"), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including "implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program."
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program ("BFP" or "Program"), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District's jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP13 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin ("Project") based on the Program's eligibility criteria and on information provided in the Project Sponsor's application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors; if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.

- 6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:

- a. Semi-annual Report, and
- b. Final Report.

The Air District may withhold funds pending receipt of all reports.

- 7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- 8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.
- 9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
- a. The logo shall be used on signs posted at the site of any Project construction;
  - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
  - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
  - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.



- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.
- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are incorporated therein as Appendix A and made a part of the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance," dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

### SECTION III

#### **AIR DISTRICT OBLIGATIONS**

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

### SECTION IV

#### **GENERAL PROVISIONS**

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the "Project Useful Life," unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the

Liaison's contact information in writing no later than thirty (30) days from the date of the change.

- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the "Project Number."
- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.
- 7) Termination:
  - a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based

on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.

c. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.

The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

By: \_\_\_\_\_  
Sonali Bose  
Chief Financial Officer  
San Francisco Municipal Transportation Agency

Approved as to legal form:

By: \_\_\_\_\_  
Legal Counsel  
San Francisco Municipal Transportation Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO  
Bay Area Air Quality Management District

By: \_\_\_\_\_  
Brian C. Bunker  
District Counsel  
Bay Area Air Quality Management District

**ATTACHMENT A**  
**PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP13
3. **Total Project Cost** (Section II.2): \$191,000
4. **Matching Funds** (Section II.3): \$124,100
5. **BFP Funds Awarded** (Section II.3, III.1): The maximum award will be \$66,900. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 35.026% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

**BFP funds cannot be used to reimburse:**

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): BFP funds shall not be used to stripe or restripe parking stalls.

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**ATTACHMENT B  
PROJECT DESCRIPTION**

1. **Project Title:** Class II Bicycle Lane on John Muir Drive
2. **Project Useful Life:** 15 years
3. **Project Description:** Installation of 2.23 miles of Class II bicycle lane along both sides of John Muir Drive between Lake Merced Boulevard to Skyline Boulevard in San Francisco.
4. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
Project Complete	June 30, 2011
Final Report due, per Attachment C	September 30, 2011



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**ATTACHMENT C**  
**MONITORING OF PROJECT PERFORMANCE**

**1. Semi-annual Reports (Section II.6):**

**Due Dates:** Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

**2. Final Report Due Date (Section II.6): September 30, 2011**

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
  1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
  2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
  1. Physical features and dimensions;
  2. Security features and mechanism for gaining access; and
  3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
  1. Bicycle rack technical specifications;
  2. Type and service routes of vehicles the racks are installed on; and
  3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D  
INSURANCE REQUIREMENTS**

**Verification of Coverage**

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

**MINIMUM SCOPE OF INSURANCE**

Required  
if marked

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Initial ☒ 1. **Liability Insurance:**  
Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.

Initial ☐ 2. **Property Insurance for Purchase of New Equipment**  
Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment.

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TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP15

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as "Project Sponsor," and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

**RECITALS**

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA"), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including "implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program."
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program ("BFP" or "Program"), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District's jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP15 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin ("Project") based on the Program's eligibility criteria and on information provided in the Project Sponsor's application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors, if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.

- 6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:
  - a. Semi-annual Report, and
  - b. Final Report.

The Air District may withhold funds pending receipt of all reports.

- 7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- 8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.
- 9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
  - a. The logo shall be used on signs posted at the site of any Project construction;
  - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
  - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
  - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.



- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.
- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are incorporated therein as Appendix A and made a part of the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance," dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

### SECTION III

#### **AIR DISTRICT OBLIGATIONS**

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

### SECTION IV

#### **GENERAL PROVISIONS**

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the "Project Useful Life," unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the

Liaison's contact information in writing no later than thirty (30) days from the date of the change.

- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the "Project Number."
- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.
- 7) Termination:
  - a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based

on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.

c. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.

The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

<p><b>SIGNATURES:</b></p> <p>By: _____ Sonali Bose Chief Financial Officer San Francisco Municipal Transportation Agency</p> <p>Approved as to legal form:</p> <p>By: _____ Legal Counsel San Francisco Municipal Transportation Agency</p>	<p>By: _____ Date: _____ Jack P. Broadbent Executive Officer/APCO Bay Area Air Quality Management District</p> <p>By: _____ Brian C. Bunker District Counsel Bay Area Air Quality Management District</p>
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**ATTACHMENT A  
PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP15
3. **Total Project Cost** (Section II.2): \$108,000
4. **Matching Funds** (Section II.3): \$92,700
5. **BFP Funds Awarded** (Section II.3, III.1): The maximum award will be \$15,300. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 14.167% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

**BFP funds cannot be used to reimburse:**

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): None.

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**ATTACHMENT B  
PROJECT DESCRIPTION**

1. **Project Title:** Class II Bicycle Lane on Great Highway/Point Lobos Avenue
2. **Project Useful Life:** 15 years
3. **Project Description:** Installation of 0.51 miles of Class II bicycle lane along both sides of Great Highway/Point Lobos Avenue from 48<sup>th</sup> Avenue/El Camino Del Mar to Fulton Street in San Francisco.
4. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
Project Complete	June 30, 2012
Final Report due, per Attachment C	September 30, 2012



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**ATTACHMENT C**  
**MONITORING OF PROJECT PERFORMANCE**

**1. Semi-annual Reports (Section II.6):**

**Due Dates:** Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

**2. Final Report Due Date (Section II.6): September 30, 2012**

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
  1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
  2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
  1. Physical features and dimensions;
  2. Security features and mechanism for gaining access; and
  3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
  1. Bicycle rack technical specifications;
  2. Type and service routes of vehicles the racks are installed on; and
  3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D  
INSURANCE REQUIREMENTS**

**Verification of Coverage**

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

**MINIMUM SCOPE OF INSURANCE**

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Required  
if marked

Initial ☒ **1. Liability Insurance:**  
Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.

Initial ☐ **2. Property Insurance for Purchase of New Equipment**  
Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment.

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SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 10-153

WHEREAS, Under Charter Section 9.118(b), contracts with a term of over 10 years must be approved by the Board of Supervisors; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) often applies to the Bay Area Air Quality Management District (BAAQMD) for grants for implementation of bicycle projects; and,

WHEREAS, BAAQMD has instituted a policy requiring that the term of grant agreements for BAAQMD-funded projects run for the useful life of the facilities or equipment funded by the grant, which may exceed 10 years; and

WHEREAS, BAAQMD has approved an SFMTA application for the Fiscal Year 09/10 Bicycle Facility Program to fund three Bicycle Facilities Projects in San Francisco: \$84,000 for bicycle parking; \$55,900 for bicycle lanes on John Muir Drive; and \$15,300 for a bicycle lane on the Great Highway; and,

WHEREAS, The terms of the grant agreements for the Bicycle Facilities Projects will exceed 10 years; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director or his designee to execute the grant agreements for the three Bicycle Facilities Projects; and recommends that the Board of Supervisors approve the agreements.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of DEC 07 2010.



Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency