

Standard Grant Agreement

Proposition L

Transportation Authority Project No. 225-907014
Resolution 25-029

SECTION 1: AGREEMENT

I. PURPOSE OF AGREEMENT

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

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

II. PURPOSE OF GRANT

This GRANT, approved through Resolution 25-029 of the TRANSPORTATION AUTHORITY, in accordance with the requirements of the TRANSPORTATION AUTHORITY'S Proposition L Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT'S Proposition L Sales Tax Program Allocation Request Form (Attachment):

Lincoln Way Traffic Signals [NTP]

III. PROJECT DEFINITION AND SCOPE

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

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IV. GRANT

The TRANSPORTATION AUTHORITY hereby grants to the RECIPIENT the sum of \$500,000 as designated in the GRANT Resolution cited below and included in this AGREEMENT by reference.

RES. NO.	DATE	PROJECT #	PROPOSITION L FUNDS ALLOCATED	PROPOSITION L FUND EXPIRATION DATE
25-029	2/25/2025	225-907014	\$500,000	3/31/2026

V. ACCEPTANCE OF GRANT

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

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

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

Signed by:
By: Maria Lombardo
For: Tilly Chang, Executive Director

Date 3/24/2025

RECIPIENT: CITY AND COUNTY OF SAN FRANCISCO ACTING THROUGH ITS MUNICIPAL TRANSPORTATION AGENCY

Signed by:
By: Julie Kirschbaum
Julie Kirschbaum, Director of Transportation

Date 3/18/2025

Approved as to Form: DAVID CHIU, CITY ATTORNEY

DocuSigned by:
By: Isidro Jimenez
City Attorney

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SECTION 2: STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

As used in this AGREEMENT:

- A. AGREEMENT shall mean Sections 1 and 2 of this Standard Grant Agreement and all additional documents stated in these sections as being attached and incorporated by reference.
- B. TRANSPORTATION AUTHORITY shall mean the San Francisco County Transportation Authority.
- C. DATE OF EXECUTION shall mean the date when the TRANSPORTATION AUTHORITY'S Executive Director or his/her authorized designee signs this agreement.
- D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM shall mean any DBE program adopted by RECIPIENT, or an equivalent program approved directly by the California Department of Transportation or accepted by the federal agency providing financial assistance, that is applicable to the PROJECT as determined by RECIPIENT.
- E. FISCAL YEAR shall mean the TRANSPORTATION AUTHORITY'S fiscal year from July 1 of a calendar year through June 30 of the next calendar year.
- F. FORCE ACCOUNT shall mean personnel costs incurred by the RECIPIENT directly associated with implementing the PROJECT.
- G. FUND EXPIRATION DATE shall mean the final date when eligible costs may be incurred and be reimbursable from a GRANT.
- H. GRANT shall mean the allocation of any Proposition L sales tax funds.
- I. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM shall mean any LBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT.
- J. LOCAL HIRING PROGRAM shall mean any local hiring ordinance adopted by RECIPIENT or another employment opportunity program developed by RECIPIENT that is applicable to the PROJECT as defined by RECIPIENT.
- K. EXPENDITURE PLAN shall mean the 2022 Transportation Expenditure Plan administered by the TRANSPORTATION AUTHORITY and approved by the voters on November 8, 2022.
- L. PROJECT shall mean the scope of work set forth in the attached Proposition L Sales Tax Program Allocation Request Form. The eligibility of this scope of work for a Proposition L GRANT is subject to and limited by the applicable language in the EXPENDITURE PLAN.
- M. CASH FLOW DISTRIBUTION SCHEDULE shall mean the table of cash flows in the Recommendation section of the Proposition L Sales Tax Program Allocation Request Form, titled Cash Flow Distribution Schedule by Fiscal Year.
- N. RECIPIENT shall mean sponsoring agency that receives a GRANT from the TRANSPORTATION AUTHORITY for the purpose of carrying out the PROJECT.
- O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM shall mean any SBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT.
- P. STRATEGIC PLAN shall mean the long-range Strategic Plan adopted by the TRANSPORTATION AUTHORITY Board in place at the time of the allocation, which updates assumptions about level and availability of Proposition L revenues and sets policy on Proposition L expenditures, project budgets, cost eligibility, and expected cash flows.

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II. GENERAL CONDITIONS

A. Cost Eligibility

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

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

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

B. Non-Substitution of Funds

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

Any GRANT funds determined by the TRANSPORTATION AUTHORITY to have been used to replace existing local revenues in violation of the prohibition referenced in this Section II.B shall be refunded by the RECIPIENT to the TRANSPORTATION AUTHORITY.

C. Compliance with Law

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

D. Budget and Scope

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

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

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E. Third Party Contract Audits

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

F. Project Management

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

G. Project Delivery Oversight

The RECIPIENT shall fully cooperate with the TRANSPORTATION AUTHORITY'S project oversight team and shall promptly provide any requested PROJECT information, including any PROJECT information that is reportable to any other oversight body responsible for monitoring the PROJECT. Project progress reports may be calendared on the TRANSPORTATION AUTHORITY Board and/or Community Advisory Committee meeting agendas, at the discretion of the Board Chair and Executive Director. Project updates may be consent items or discussion items with presentation by RECIPIENT staff. In either case, RECIPIENT staff shall be in attendance to present and/or answer questions from Board and Community Advisory Committee members.

H. Attribution and Signage

RECIPIENT shall demonstrate compliance with the TRANSPORTATION AUTHORITY'S attribution and signage requirements as a mandatory condition for authorization of Proposition L reimbursement for project expenses. Logo files and brand guidelines are available at www.sfcta.org/logo.

1. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Construction Capital Projects with Proposition L funding on any Project Phase(s) (e.g., Planning/Preliminary Engineering, Environmental, Right of Way, Specifications and Estimates, and Construction).

Prior to public display of signage, the RECIPIENT shall submit for TRANSPORTATION AUTHORITY review and approval the design of the proposed attribution and signage identifying Proposition L Local Transportation Sales Tax Funds and the TRANSPORTATION AUTHORITY as a funding source, as described below. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

Upon initiation of field work or at the earliest feasible time thereafter, RECIPIENT shall install and maintain this sign at the construction site. With the first quarterly report following initiation of fieldwork, RECIPIENT shall submit to the TRANSPORTATION AUTHORITY a photograph documenting compliance with the Proposition L attribution and format requirements herein contained.

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Construction sign shall display the following items:

- a. The official TRANSPORTATION AUTHORITY logo, available at www.sfcta.org/logo, the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.
- b. The following text:

Your Proposition L Sales Tax Dollars at Work

displayed such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text. See examples in Figures 1, 2 and 3.

- c. Examples of Construction Sign Layout (template files available at sfcta.org/attribution)

Figure 1 - Example of Construction Sign Layout for City and County of San Francisco Agencies

ONESF
Building Our Future
onesanfrancisco.org

**BERNAL SUBSTATION
UPGRADE PROJECT**

Contract No. 1262
BEGINS WINTER 2012, COMPLETION DATE: SPRING 2014

MORE INFORMATION:
Please visit us at
www.sfmta.com

CONTACT:
San Francisco Municipal
Transportation Agency
415-734-8432

AFTER HOURS:
Balfour Beatty Rail
650-243-5660

A PROJECT OF THE CITY'S TEN-YEAR CAPITAL PLAN
There is only one San Francisco and we're taking care of it.

This project is brought to you by:

Your Prop L Transportation Sales Tax Dollars at Work

**San Francisco
County Transportation
Authority**

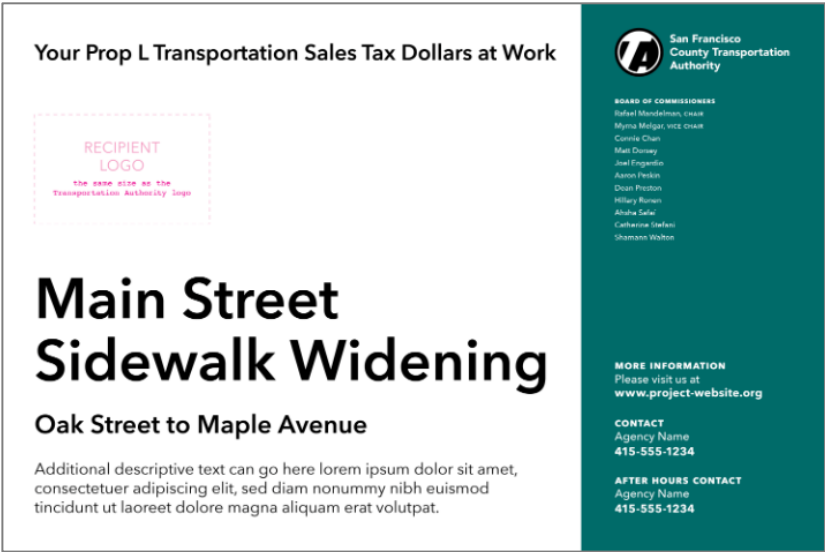
MANAGER
Kathleen A. Breen

BOARD OF SUPERVISORS
Aaron Peskin
David S. Lee
David S. Lee
David S. Lee
David S. Lee
David S. Lee
David S. Lee
David S. Lee
David S. Lee
David S. Lee

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**Figure 2 - Example of Construction Sign Layout for
Non-City and County of San Francisco Agencies
Project Fully Funded by Prop L**

Sign shall include a listing of current members of the TRANSPORTATION AUTHORITY Board of Commissioners, starting with Chair and Vice Chair, followed by Board members names listed in alphabetical order, left-aligned to the TRANSPORTATION AUTHORITY logo. See example in Figure 2.



**Figure 3 - Example of Construction Sign Layout for
Non-City and County of San Francisco Agencies
Construction Partially Funded by Prop L**

Figure 3a

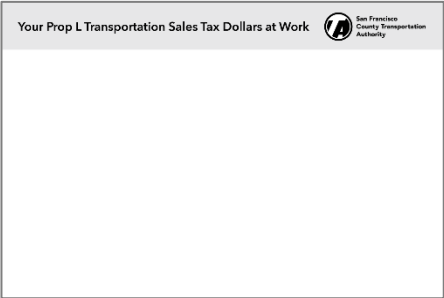


Figure 3b



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

All capital purchases, including but not limited to transit fleet and non-revenue fleet vehicles and maintenance vehicles, partially or entirely funded by Proposition L, shall bear permanent signage. RECIPIENT shall affix permanent signage, to be provided by the TRANSPORTATION AUTHORITY, identifying the TRANSPORTATION AUTHORITY and the Sales Tax Funds as a funding source according to the standard format.

Non-revenue vehicles shall display the decal on either exterior side or on the rear of the vehicle, at least 6 inches in from the perimeter of the surface where it is displayed. Transit and paratransit vehicles

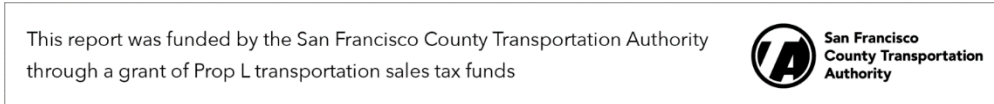
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shall display the decal prominently on the vehicle in a location to be agreed upon by RECIPIENT and TRANSPORTATION AUTHORITY.

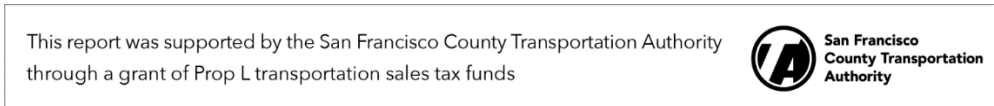
2. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Studies and Reports.

All reports funded in whole or in part by Proposition L shall, on the credits or attribution page, include a box containing the following text, left-aligned, set in the same size and font used in the body of the report.

- a. For reports and studies entirely funded through Proposition L:



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



3. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Project Communication Materials.

All press releases, project fact sheets, websites, flyers, brochures, posters, blogs or editorial and communication materials produced about the PROJECT following receipt of the GRANT, whether the production of those materials are funded by Proposition L or not, shall include the TRANSPORTATION AUTHORITY logo and the following statement:

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

The logo should be grouped with those of any other participating agencies.

III. ENVIRONMENTAL COMPLIANCE

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

The following is applicable when RECIPIENT is the San Francisco Municipal Transportation Agency: Prior to approval of the PROJECT for construction, the San Francisco Municipal Transportation Agency will conduct a review under CEQA. The San Francisco Municipal Transportation Agency shall not proceed with the approval of the PROJECT for construction until there has been complete compliance with CEQA. Prior to billing for any construction funds, if requested by the TRANSPORTATION AUTHORITY, the San Francisco Municipal Transportation Agency will provide the TRANSPORTATION AUTHORITY with documentation confirming that CEQA review and compliance have been completed and that any applicable statute of limitations within which the CEQA action can be challenged has expired.

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IV. FINANCES

A. Documentation of Project Costs

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

B. Records

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, and other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by the RECIPIENT for a period of five (5) years after the later of PROJECT closeout or termination of GRANT. Such PROJECT documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECT. For projects that include procurement of equipment or vehicles, RECIPIENT shall retain records until the equipment or vehicles with fair market value of \$5,000 or more are sold or disposed of.

C. Reimbursements

Payment shall be made to the RECIPIENT for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the GRANT shall be upon written approval by the TRANSPORTATION AUTHORITY, upon submittal by the RECIPIENT of appropriate support documentation including proof of attribution and identification of expenses incurred.

Reimbursement shall be made on a quarterly basis. The TRANSPORTATION AUTHORITY, in consultation with the RECIPIENT, may provide an alternate reimbursement schedule or quarterly calendar to the RECIPIENT. However, RECIPIENT shall submit fourth (4th) quarter reimbursement requests or an expenditure accrual schedule in time to meet the TRANSPORTATION AUTHORITY'S FISCAL YEAR closing process. Except for the GRANT closeout or end of FISCAL YEAR billing, the minimum reimbursement request amount shall be \$10,000. In the case of GRANT closeout, the TRANSPORTATION AUTHORITY reserves the right to retain up to \$25,000 or 10% of the GRANT amount, whichever is less, until all project requirements, including special conditions and deliverables, have been met, and closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

Reimbursements shall not exceed the cumulative amount shown for a given fiscal year in the CASH FLOW DISTRIBUTION SCHEDULE. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

The Transportation Authority will only reimburse RECIPIENT up to the approved overhead multiplier rate for the fiscal year in which RECIPIENT incurs charges.

D. Debt Expense

1. RECIPIENT acknowledges that the TRANSPORTATION AUTHORITY may have to issue debt to honor reimbursement obligations, including, but not limited to, the planned reimbursement requests shown in the current CASH FLOW DISTRIBUTION SCHEDULE. If the TRANSPORTATION AUTHORITY issues debt to satisfy its reimbursement obligations to RECIPIENT or any other recipient of Proposition L revenues, then the costs of debt financing will be allocated to individual EXPENDITURE PLAN programs in proportion to the amount of debt issuance they trigger, in accordance with the current Prop L Strategic

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Plan Policies. Costs and expenses of such debt, include all interest expense, fees, and other costs of issuance (collectively, "Debt Expenses").

2. The TRANSPORTATION AUTHORITY may request an updated PROPOSITION L CASH FLOW DISTRIBUTION SCHEDULE, and RECIPIENT shall respond to any such request within ten (10) business days. Changes in the CASH FLOW DISTRIBUTION SCHEDULE that advance reimbursement of Proposition L funds require approval by the TRANSPORTATION AUTHORITY. The most recently approved CASH FLOW DISTRIBUTION SCHEDULE will be the basis for determining Debt Expenses and reimbursement request limits.
- E. Proportional Expenditure of GRANT
If this GRANT leverages other funds, the RECIPIENT shall expend this GRANT at a rate equal to or less than the Proposition L fund share as shown in the Proposition L Sales Tax Program Allocation Request Form, unless the TRANSPORTATION AUTHORITY provides written approval of a different expenditure rate.
- F. Proceeds from Sale of Equipment or Vehicles Purchased with GRANT
If RECIPIENT uses any portion of the GRANT to purchase equipment or vehicles, and later sells the equipment or vehicles, RECIPIENT shall return to the TRANSPORTATION AUTHORITY a portion of the proceeds from the sale of such assets with fair market value of \$5,000 or more. RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the net sales proceeds that is equal to the percentage of the original purchase price that consisted of GRANT funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.
- G. Return of Project Cost Savings
If the actual costs of the PROJECT are less than the amount allocated by the TRANSPORTATION AUTHORITY, RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the project cost savings that is equal to the percentage of the original project budget that consisted of Proposition L grant funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

V. REPORTING

- A. Progress Reports
As a condition for reimbursement, RECIPIENT shall submit quarterly progress reports or reports at a different frequency as specified in the attached Allocation Request Form through the TRANSPORTATION AUTHORITY'S online grants portal. RECIPIENT must submit a quarterly progress report for each grant regardless of progress made during the reporting period. The TRANSPORTATION AUTHORITY may, at its discretion, allow RECIPIENT to submit one quarterly progress report covering multiple Proposition L grants for the same project.

RECIPIENT shall submit quarterly progress reports no later than April 30, July 31, October 31, and January 31 of each calendar year. The TRANSPORTATION AUTHORITY, in consultation with RECIPIENT, may agree to an alternate reporting schedule for the RECIPIENT.

Progress reports shall address the status of the project including the scope, schedule, and cost as listed in the Allocation Request Form or as listed in approved amendments. Progress reports shall include the required information in the progress report form in the online grants Portal, including but not limited to verification of compliance with the TRANSPORTATION AUTHORITY'S signage and attribution requirements, photos of work completed and underway, upcoming project milestones and promotion opportunities (e.g.

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ribbon cutting), a description of work performed the prior quarter, work anticipated to be performed in the upcoming quarter, any issue that may impact delivery, and any other required information specified in the attached Allocation Request Form.

B. Annual Reports

RECIPIENT shall submit no later than December 1 or first business day thereafter each year a project update covering the current calendar year for potential inclusion in the TRANSPORTATION AUTHORITY Annual Report, through the TRANSPORTATION AUTHORITY'S online grants portal. This update shall include at least the following information: a description of project activities and accomplishments during the calendar year; percent complete; and presentation quality photos if project is completed or under construction.

C. DBE, LBE, SBE and Local Hiring Programs

RECIPIENT shall comply with its own DBE, LBE, SBE and Local Hiring Programs. Upon request, RECIPIENT shall provide documentation of compliance with such programs as applicable to the PROJECT. If RECIPIENT becomes out of compliance with such program(s), RECIPIENT shall notify the TRANSPORTATION AUTHORITY within 90 days.

VI. AUDITS AND CLOSEOUT PROCEDURES

A. Ongoing

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

B. Closeout

Concurrent with or prior to submitting the final invoice, the RECIPIENT shall submit a Project Closeout Form via the online grants portal. If applicable, the closeout request may include a certified financial statement and/or third-party audit reports identifying any ineligible expenditures, which RECIPIENT shall be required to refund. PROJECT closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. For AGREEMENTS that cover multiple sub-projects, the TRANSPORTATION AUTHORITY may request closeout of a portion of a PROJECT as it is completed. Final reimbursement will be in accordance with TRANSPORTATION AUTHORITY policies and procedures.

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

1. Final Expenditure Report

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

2. Final Project Update

RECIPIENT shall provide a final project update with at least the following information: a description of project activities and accomplishments; and presentation quality photos if project is completed.

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These project closeout documents shall be submitted via the online grants portal under the electronic signature of RECIPIENT staff authorized to administer the AGREEMENT.

Release of the final reimbursement request or allocation of additional grants shall be subject to receipt of required closeout materials. The TRANSPORTATION AUTHORITY reserves the right to retain up to \$25,000 or 10% of the GRANT, whichever is less, until all closeout documentation, including proof of attribution and project completion, has been submitted and accepted. PROJECT closeout occurs when the TRANSPORTATION AUTHORITY notifies the RECIPIENT through the online grants portal that the RECIPIENT'S closeout request has been approved.

C. Rescission of Authorization of Funds

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

The TRANSPORTATION AUTHORITY reserves the right to terminate its authorization of GRANT funds if RECIPIENT has not submitted an invoice to the TRANSPORTATION AUTHORITY against such GRANT for 24 months. The TRANSPORTATION AUTHORITY shall notify the RECIPIENT at 12 months and 6 months prior to when such GRANT is at risk of termination due to lack of invoicing.

If RECIPIENT is not able to submit an invoice to the TRANSPORTATION AUTHORITY against such GRANT for 24 months, the RECIPIENT may request, through the online grants portal, an exception to allow such GRANT to remain authorized. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

D. Repayment of Ineligible Costs

The TRANSPORTATION AUTHORITY reserves the right to offset RECIPIENT payback of ineligible costs against future GRANT approvals for this PROJECT or other projects for which RECIPIENT is the sponsoring agency.

VII. LIABILITY

A. Indemnification

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

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

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

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VIII. DEFAULT

A. Termination for Cause

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

B. Correction of Breach

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

C. Obligations

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

IX. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

X. AMENDMENT

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

XI. INDEPENDENT AGENCY

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

XII. ASSIGNMENT

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

XIII. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

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

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Resolution No. 25-029, Project No. 225-907014

XIV. EXPENSES

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

XV. SEVERABILITY

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

Attachments:

Proposition L Sales Tax Program Allocation Request Form, attached and incorporated by this reference.

San Francisco County Transportation Authority

Allocation Request Form

FY of Allocation Action:	FY2024/25
Project Name:	Lincoln Way Traffic Signals [NTP]
Primary Sponsor:	San Francisco Municipal Transportation Agency

EXPENDITURE PLAN INFORMATION

PROP L Expenditure Plans	Neighborhood Transportation Program
Current PROP L Request:	\$500,000
Supervisory District	District 04

REQUEST

Brief Project Description

Requested funds will be used for the design phase for new traffic signals at 45th Avenue/Lincoln Way and La Playa Street/Lincoln Way to improve safety and right-of-way allocation, and to reduce vehicle and transit delays associated with the upcoming closure to restrict vehicles on Great Highway due to the passage of Proposition K in November 2024. The scope of work includes all necessary signal infrastructure including new 12” signal heads and mast arms, new signal poles, pedestrian countdown signals, accessible pedestrian signals, and related infrastructure such as curb ramps.

Detailed Scope, Project Benefits and Community Outreach

DETAILED SCOPE

Background and Scope

The San Francisco Municipal Transportation Agency (SFMTA) is requesting \$500,000 in District 4 Neighborhood Transportation Program (NTP) funds for the design phase of new traffic signals at 45th Avenue/Lincoln Way and La Playa Street/Lincoln Way. The new traffic signals are proposed to improve right-of-way allocation and to reduce vehicle and transit delays associated with the upcoming closure to restrict vehicles on Great Highway due to the passage of Proposition K in November 2024. The scope of work includes all necessary signal infrastructure including new 12” signal heads and mast arms, new signal poles, pedestrian countdown signals, and accessible pedestrian signals. In addition, there will be scope of work as needed for updated curb ramps, streetlighting, hydraulics, fire hydrant relocation, and related signal work.

Project Benefits

Lincoln Way is a major east-west arterial street connecting the west side of San Francisco to the Inner Sunset, Outer Sunset, and Golden Gate Park. The following major Muni line services La Playa Street/Lincoln Way: 18 46th Avenue. Through several safety improvements, the signal project’s goal is to improve traffic, pedestrian and bicycle safety, and right-of-way allocations at the intersections of 45th Avenue/Lincoln Way and La Playa Street/Lincoln Way.

The new signals will also accommodate traffic diversions to Sunset Boulevard from the closed Upper Great Highway, reduce the frequency of north-south traffic cut through in the adjacent avenues, and

facilitate an additional path of travel around Golden Gate Park, rather than through the park via Chain of Lakes Drive.

Implementation

The design of signals at 45th Avenue/Lincoln Way and La Playa Street/Lincoln Way can begin after funding is secured. The construction phase budget for these locations has been proposed for federal Housing Incentive Pool (HIP) funding. SFMTA’s Sustainable Streets Division will manage the scope of the detailed design. San Francisco Public Works (SFPW) Infrastructure Design and Construction (IDC) division will manage the issuance and administration of the competitively bid contract.

Task: Work Performed By:

- Signal design - SFMTA Sustainable Streets Division
- Civil design - SFPW Infrastructure Design and Construction
- Construction Management - SFPW Infrastructure Construction Management
- Contract Support - SFPW Infrastructure Design and Construction
- Construction Support - SFMTA Sustainable Streets Division

The Transportation Authority’s NTP is intended to strengthen project pipelines and advance the delivery of community supported neighborhood-scale projects, especially in Equity Priority Communities and other neighborhoods with high unmet needs.

Project Location

45th Avenue/Lincoln Way and La Playa Street/Lincoln Way

Is this project in an Equity Priority Community?	No
Does this project benefit disadvantaged populations?	No

Project Phase(s)

Design Engineering (PS&E)

5YPP/STRATEGIC PLAN INFORMATION

Type of Project in the Prop L 5YPP/Prop AA Strategic Plan?	New Project
Is requested amount greater than the amount programmed in the relevant 5YPP or Strategic Plan?	Less than or Equal to Programmed Amount
PROP L Amount	\$500,000.00

San Francisco County Transportation Authority

Allocation Request Form

FY of Allocation Action:	FY2024/25
Project Name:	Lincoln Way Traffic Signals [NTP]
Primary Sponsor:	San Francisco Municipal Transportation Agency

ENVIRONMENTAL CLEARANCE

Environmental Type:	Categorically Exempt
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PROJECT DELIVERY MILESTONES

Phase	Start		End	
	Quarter	Calendar Year	Quarter	Calendar Year
Planning/Conceptual Engineering (PLAN)				
Environmental Studies (PA&ED)	Apr-May-Jun	2025	Apr-May-Jun	2026
Right of Way	Apr-May-Jun	2005	Apr-May-Jun	2026
Design Engineering (PS&E)	Apr-May-Jun	2025	Oct-Nov-Dec	2026
Advertise Construction	Jan-Feb-Mar	2027		
Start Construction (e.g. Award Contract)	Apr-May-Jun	2028		
Operations (OP)				
Open for Use			Jul-Aug-Sep	2029
Project Completion (means last eligible expenditure)			Jul-Aug-Sep	2030

SCHEDULE DETAILS

At the time of this allocation request submittal, the SFMTA acknowledges that environmental review has not been done. SFMTA will request environmental clearance review under the California Environmental Quality Act (CEQA). SFMTA shall not proceed with the construction of the project until there has been complete compliance with CEQA. Prior to billing for any construction funds, if requested by the Transportation Authority, the SFMTA will provide the Authority with documentation confirming that CEQA review has been completed.

Since federal Housing Incentive Pool (HIP) funding is being considered for the construction phase budget for this project, the schedule shown assumes that the federal National Environmental Policy Act (NEPA) environmental clearance review process will also need to be completed. HIP funds must be fully obligated by January 31, 2027.

The proposed signal locations will be taken to a public hearing and subsequently to the SFMTA Board of Directors.

San Francisco County Transportation Authority

Allocation Request Form

FY of Allocation Action:	FY2024/25
Project Name:	Lincoln Way Traffic Signals [NTP]
Primary Sponsor:	San Francisco Municipal Transportation Agency

FUNDING PLAN - FOR CURRENT REQUEST

Fund Source	Planned	Programmed	Allocated	Project Total
EP-225: Neighborhood Transportation Program	\$500,000	\$0	\$0	\$500,000
Phases In Current Request Total:	\$500,000	\$0	\$0	\$500,000

FUNDING PLAN - ENTIRE PROJECT (ALL PHASES)

Fund Source	Planned	Programmed	Allocated	Project Total
PROP L	\$500,000	\$0	\$0	\$500,000
Federal Housing Incentive Pool (HIP)	\$0	\$3,400,000	\$0	\$3,400,000
TBD (e.g., Prop B, TSF, GO or Revenue Bonds)	\$389,980	\$0	\$0	\$389,980
Funding Plan for Entire Project Total:	\$889,980	\$3,400,000	\$0	\$4,289,980

COST SUMMARY

Phase	Total Cost	PROP L - Current Request	Source of Cost Estimate
Planning/Conceptual Engineering	\$0		
Environmental Studies	\$0		
Right of Way	\$0		
Design Engineering	\$500,000	\$500,000	Based on recent projects
Construction	\$3,789,980		Based on recent projects
Operations	\$0		
Total:	\$4,289,980	\$500,000	

% Complete of Design:	0.0%
As of Date:	12/10/2024
Expected Useful Life:	30 Years

San Francisco County Transportation Authority
NTIP Allocation Request Form

MAJOR LINE ITEM BUDGET

SUMMARY BY MAJOR LINE ITEM - DESIGN		
Budget Line Item	Totals	% of phase
1. Total Labor	\$ 467,840	
2. Consultant		
3. Other Direct Costs *	\$ 500	
4. Contingency (20%)	\$ 31,660	7%
TOTAL PHASE	\$ 500,000	

* City Attorney \$500

TOTAL LABOR COST BY AGENCY	
SFMTA	\$ 200,840
SFPW	\$ 267,000
TOTAL	\$ 467,840

San Francisco County Transportation Authority

Allocation Request Form

FY of Allocation Action:	FY2024/25
Project Name:	Lincoln Way Traffic Signals [NTP]
Primary Sponsor:	San Francisco Municipal Transportation Agency

SFCTA RECOMMENDATION

Resolution Number:	2025-029	Resolution Date:	2/25/2025
Total PROP L Requested:	\$500,000	Total PROP L Recommended	\$500,000

SGA Project Number:	225-907014	Name:	Lincoln Way Traffic Signals [NTP]
Sponsor:	San Francisco Municipal Transportation Agency	Expiration Date:	03/31/2026
Phase:	Design Engineering	Fundshare:	100.0%

Cash Flow Distribution Schedule by Fiscal Year					
Fund Source	FY2024/25	FY2025/26	FY2026/27	FY2027/28	Total
PROP L EP-225	\$100,000	\$200,000	\$150,000	\$50,000	\$500,000

Deliverables
1. Quarterly progress reports shall include % complete of the funded phase, work performed in the prior quarter, work anticipated to be performed in the upcoming quarter, and any issues that may impact schedule, in addition to all other requirements described in the Standard Grant Agreement.
2. With the first quarterly progress report, Sponsor shall provide 2-3 photos of existing conditions.
3. Upon completion, Sponsor shall provide evidence of completion of 100% design (e.g., copy of certifications page, copy of workorder, internal design completion documentation, or similar) and an updated scope, schedule, budget, and funding plan for construction.
Special Conditions
1. The recommended allocation is contingent upon amendment of the Neighborhood Transportation Program 5YPP. See attached 5YPP amendment for details.

Metric	PROP AA	TNC TAX	PROP L
Actual Leveraging - Current Request	No PROP AA	No TNC TAX	0.0%
Actual Leveraging - This Project	No PROP AA	No TNC TAX	88.34%

San Francisco County Transportation Authority

Allocation Request Form

FY of Allocation Action:	FY2024/25
Project Name:	Lincoln Way Traffic Signals [NTP]
Primary Sponsor:	San Francisco Municipal Transportation Agency

EXPENDITURE PLAN SUMMARY

Current PROP L Request:	\$500,000
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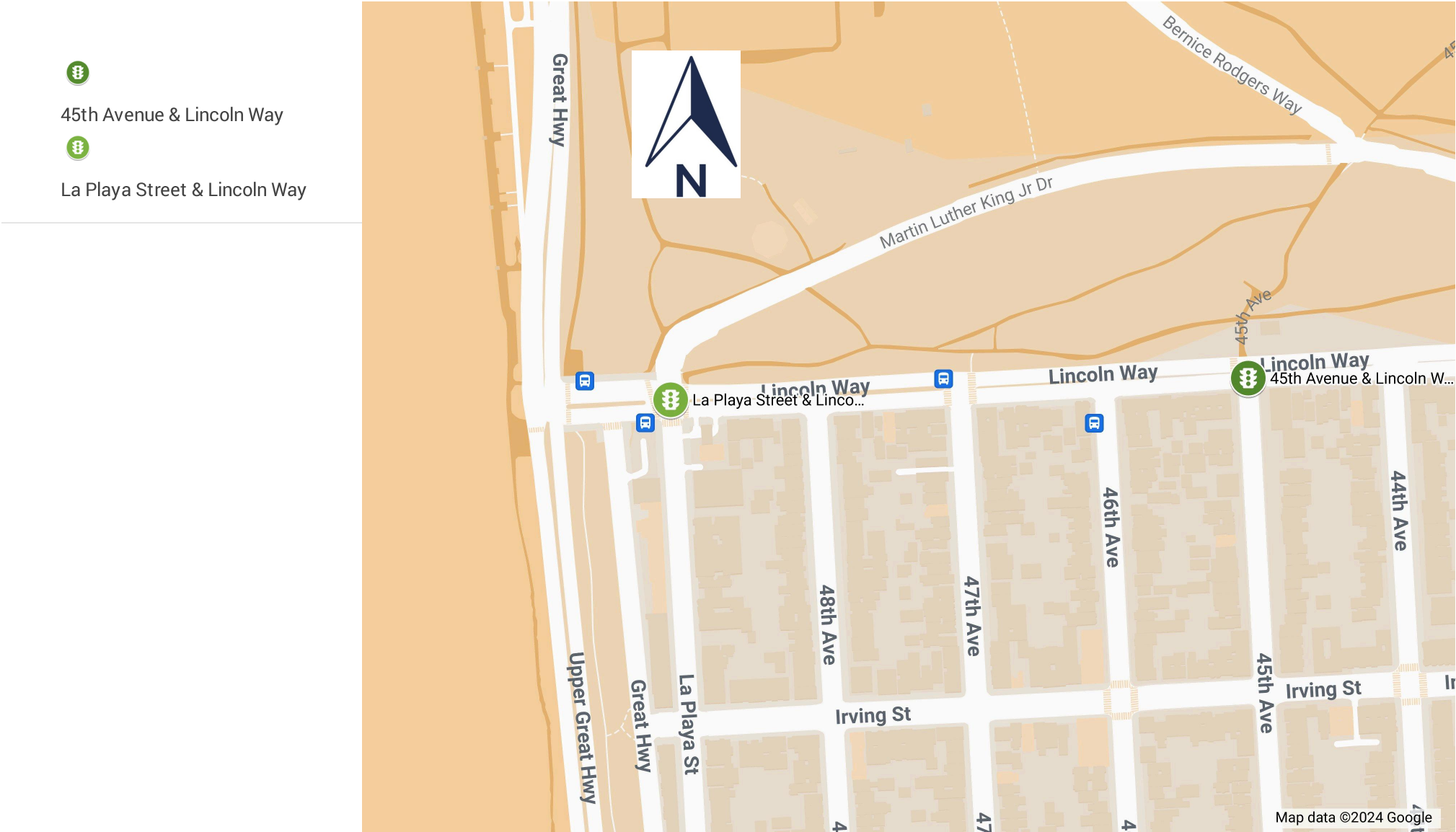
1) The requested sales tax and/or vehicle registration fee revenues will be used to supplement and under no circumstance replace existing local revenues used for transportation purposes.

Initials of sponsor staff member verifying the above statement:
ML

CONTACT INFORMATION

	Project Manager	Grants Manager
Name:	Geraldine De Leon	
Title:	Lead Engineer	
Phone:	(415) 701-4675	
Email:	geraldine.deleon@sfmta.com	

Map 1 - District 4 Lincoln Way Traffic Signals



2023 Prop L 5-Year Project List (FY 2023/24 - FY 2027/28)

Neighborhood Transportation Program (EP 25)

Programming and Allocations to Date

Pending February 2025 Board

Agency	Project Name	Phase	Status	Fiscal Year					Total
				2023/24	2024/25	2025/26	2026/27	2027/28	
SFCTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Appropriated	\$100,000					\$100,000
SFMTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Allocated	\$100,000					\$100,000
SFCTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Appropriated		\$100,000				\$100,000
SFMTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed		\$100,000				\$100,000
SFCTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed			\$100,000			\$100,000
SFMTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed			\$100,000			\$100,000
SFCTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed				\$100,000		\$100,000
SFMTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed				\$100,000		\$100,000
SFCTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed					\$100,000	\$100,000
SFMTA	Neighborhood Program (NTP) Coordination	PLAN/CER	Programmed					\$100,000	\$100,000
Any	Neighborhood Program (NTP) Project Placeholder ^{1,2,3,4,5}	TBD	Programmed	\$1,415,855					\$1,415,855
Any	Neighborhood Program (NTP) Project Placeholder	TBD	Programmed		\$2,000,000				\$2,000,000
Any	Neighborhood Program (NTP) Project Placeholder	TBD	Programmed			\$1,850,000			\$1,850,000
SFCTA	Walter U Lum Place Public Space Study [NTP] ¹	PLAN/CER	Appropriated	\$236,000					\$236,000
SFMTA	Walter U Lum Place Public Space Study [NTP] ¹	PLAN/CER	Allocated	\$114,000					\$114,000
SFCTA	Inner Sunset Multimodal Safety and Access Study [NTP] ¹	PLAN/CER	Appropriated	\$265,000					\$265,000
SFMTA	Inner Sunset Multimodal Safety and Access Study [NTP] ¹	PLAN/CER	Allocated	\$85,000					\$85,000
SFMTA	Great Highway Gateway [NTP] ²	PLAN/CER	Allocated		\$159,145				\$159,145
SFPW	Clement Street Intersection Improvements ²	PS&E	Allocated		\$25,000				\$25,000
SFPW	Clement Street Intersection Improvements ²	CON	Allocated		\$100,000				\$100,000
SFMTA	District 11 Traffic Calming and Sideshow Deterrence [NTP] ³	PLAN/CER	Allocated		\$50,000				\$50,000
SFMTA	District 11 Traffic Calming and Sideshow Deterrence [NTP] ³	PS&E	Allocated		\$100,000				\$100,000
SFMTA	District 11 Traffic Calming and Sideshow Deterrence [NTP] ³	CON	Allocated		\$550,000				\$550,000
SFMTA	Lincoln Way Traffic Signals [NTP] ⁴	PS&E	Pending		\$500,000				\$500,000
SFMTA	Duboce Triangle Slow Streets Study [NTP] ⁵	PLAN/CER	Pending		\$250,000				\$250,000

Total Programmed in 2023 5YPP	\$2,315,855	\$3,934,145	\$2,050,000	\$200,000	\$200,000	\$8,700,000
Total Allocated and Pending	\$900,000	\$1,834,145	\$0	\$0	\$0	\$2,734,145
Total Unallocated	\$1,415,855	\$2,100,000	\$2,050,000	\$200,000	\$200,000	\$5,965,855
Total Programmed in 2023 Strategic Plan	\$4,050,000	\$2,200,000	\$2,050,000	\$200,000	\$200,000	\$8,700,000
Deobligated Funds	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Remaining Programming Capacity	\$1,734,145	\$0	\$0	\$0	\$0	\$0
Pending Allocation/Appropriation						
Board Approved Allocation/Appropriation						

FOOTNOTES:

- ¹ 5YPP amendment to fund Walter U Lum Place Public Space Study [NTP] and Inner Sunset Multimodal Safety and Access Study [NTP] (Resolution 2024-014, 10/24/2023):
Neighborhood Program (NTP) Project Placeholder: Reduced from \$3,850,000 in FY2023/24 to \$3,150,000.
Walter U Lum Place Public Space Study: Added project with \$350,000 in FY2023/24.
Inner Sunset Multimodal Safety and Access Study [NTP Planning]: Added project with \$350,000 in FY2023/24.
- ² 5YPP amendment to fund Great Highway Gateway and Clement Street Intersection Improvements (Resolution 2025-011, 9/24/2024):
Neighborhood Program (NTP) Project Placeholder: Reduced from \$3,150,000 in FY2023/24 to \$2,865,855.
Great Highway Gateway: Added project with \$159,145 in FY2024/25.
Clement Street Intersection Improvements: Added projects with \$25,000 PS&E and \$125,000 CON in FY2024/25.
- ³ 5YPP amendment to fund District 11 Traffic Calming and Sideshow Deterrence [NTP] (Resolution 2025-025, 12/17/2024):
Neighborhood Program (NTP) Project Placeholder: Reduced from \$2,865,855 in FY2023/24 to \$2,165,855.
District 11 Traffic Calming and Sideshow Deterrence [NTP]: Added project with \$700,000 in FY2024/25.
- ⁴ 5YPP amendment to fund Lincoln Way Traffic Signals [NTP] (Resolution 2025-0xx, 2/25/2025):
Neighborhood Program (NTP) Project Placeholder: Reduced from \$2,165,855 in FY2023/24 to \$1,665,855.
Lincoln Way Traffic Signals [NTP]: Added project with \$500,000 in FY2024/25.
- ⁵ 5YPP amendment to fund Duboce Triangle Slow Streets Study [NTP] (Resolution 2025-0xx, 2/25/2025):
Neighborhood Program (NTP) Project Placeholder: Reduced from \$1,665,855 in FY2023/24 to \$1,415,855.
Duboce Triangle Slow Streets Study [NTP]: Added project with \$250,000 in FY2024/25.