

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 08-2025

AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) IN AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 TO REIMBURSE THE TJPA FOR ITS ELIGIBLE COSTS RELATED TO THE UNDER RAMP PARK PROJECT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved a Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006, filed in the Office of the Recorder of the City and County of San Francisco as Document No. 2006-I224836, as amended by Ordinance No. 84-15 (June 18, 2015) as Document No. 2015-K135871, as amended by Ordinance No. 62-16 (April 19, 2016), as Document No. 2016-K333253, as amended by Ordinance No. 09-23 (February 3, 2023), as Document No. 2023-041529, and as it may be amended from time to time, the “Redevelopment Plan”).

WHEREAS, The Redevelopment Plan was adopted to alleviate blight by, among other things, redeveloping 10 acres of property owned by the State of California (the “State-owned parcels”) and generating funding for the Transbay Joint Powers Authority (“TJPA”) to construct the new Transbay Transit Center, now commonly referred to as the Salesforce Transit Center (the “STC”); and,

WHEREAS, The Transbay Redevelopment Project Area Implementation Agreement (the “Implementation Agreement”) is an enforceable obligation that requires the Office of Community Investment and Infrastructure (“OCII”), as the Successor Agency (the “Successor Agency”) to the former San Francisco Redevelopment Agency (the “Former Agency”), to among other things, “execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements.” (Section 2.1 (d) of the Implementation Agreement at p. 4) On April 15, 2013, the California Department of Finance (“DOF”) determined “finally and conclusively” that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require additional DOF review in the future, although expenditures under the Implementation Agreement are subject to continuing DOF review; and,

WHEREAS, In July 2011, the Former Agency entered into an agreement (“Contract”) with CMG Landscape Architecture (“CMG”) to complete design documents for select elements of the 2006 Transbay Streetscape and Open Space Plan (“Streetscape Plan”) including the underutilized areas under the off-ramps (“Under Ramp Park,” “URP” or the “Project”) and streetscape improvements to Folsom and Essex Streets; and,

- WHEREAS, OCII has land use authority in the Project Area, but the Redevelopment Plan provides that the land use controls of the Redevelopment Plan apply in Zone 1 and the provisions of the Planning Code apply in Zone 2. Under a Delegation Agreement between the Former Agency and the Planning Department (May 3, 2005), OCII delegated its land use authority in Zone 2 to the Planning Department. except to the extent that a project involves “Agency Action,” such as Agency funding of a project. Accordingly, OCII may retain land use authority over the portion of URP in Zone 2 of the Project Area, but will work with the Planning Department to ensure compliance with the General Plan and Planning Code, as required under Section 9 of the Delegation Agreement; and,
- WHEREAS, Through a series of public workshops and Transbay Citizens Advisory Committee (“CAC”) meetings, as well as extensive research and analysis, CMG and its sub-consultants (collectively, the “Design Team”) prepared detailed conceptual designs for URP (“Concept Designs”). On June 4, 2013, the Concept Design was approved by the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure (“Commission”); and,
- WHEREAS, In 2017, Caltrans agreed to lease its property within the URP site (the reoriented I-80 Fremont Street off-ramp) to the TJPA, which will own or control all of the parcels comprising the Project site and own URP’s improvements. In the spring of 2017, OCII directed CMG to modify its design work on the Project and update its original Concept Design; and,
- WHEREAS, In the fall of 2018, CMG finalized a draft Under Ramp Park Schematic Design document. The revised program for the Project envisions a 2.3-acre park situated predominantly under the Caltrans Interstate Highway 80 Fremont Street off-ramp and the TJPA bus ramp serving the new STC. URP’s program now envisions a mix of uses including a dog park, walking, biking, adult and youth sports, relaxation spaces, areas for events and community programs, and casual dining characterized by a beer garden/concessions building and up to three food kiosks in the upper floor of the planned 3,000 square foot pavilion building fronting Folsom Street. The lower story of the pavilion building features office space and storage for the East Cut Community Benefits District (“CBD”), as well as a conference/community room that can be used for parties or community meetings; and,
- WHEREAS, OCII will fund the Project’s design and construction, which will be managed by San Francisco Public Works (“SFPW”) through a future contract with OCII and the TJPA; and,
- WHEREAS, In January 2022 the Commission authorized, by Resolution No. 02-2022, OCII’s Executive Director to execute a non-binding term sheet for Under Ramp Park between the TJPA, CBD, and OCII (collectively, the “Parties”) establishing the respective roles of the Parties in developing, managing and owning the Project (“Term Sheet”). The Term Sheet provides a summary of the Project, defines OCII, TJPA, and CBD’s URP roles, describes the legal parcels that comprise the URP site, directs the CBD to prepare an operations and maintenance plan for the park, and outlines the CBD’s fundraising plan to support the park’s early operations; and,

WHEREAS, The TJPA's annual budget does not allocate funds for work on the development of URP, and therefore the TJPA requests that OCII reimburse its engineering staff and legal counsel's time reviewing the Project's design, and negotiating predevelopment and construction agreements with OCII; and,

WHEREAS, The Reimbursement Agreement between OCII and TJPA will enable OCII to reimburse the TJPA for its Under Ramp Park eligible costs including TJPA staff and/or legal review of design and construction documents; negotiation of right of entry agreements, lease agreements, construction agreements, and related agreements with OCII and Caltrans; review of in-progress construction; and preparation for commissioning and acceptance of the completed park improvements ("TJPA Eligible Costs"); and,

WHEREAS, The Reimbursement Agreement authorizes OCII to reimburse the TJPA for both retroactive TJPA Eligible Costs from fiscal year 2024-2025, as well as such URP-related costs going forward through OCII's completion of the Project and the TJPA's acceptance of the Under Ramp Park improvements. The retroactive TJPA Eligible Costs total \$14,521, and the TJPA estimates its future URP-eligible costs at just over \$50,000; and,

WHEREAS, The term of the Reimbursement Agreement ("Term") will commence upon the agreement's Effective Date and end at the TJPA's acceptance of the completed Project. Either OCII or the TJPA may terminate the agreement by providing thirty (30) days prior written notice. OCII shall reimburse the TJPA for TJPA Eligible Costs incurred up to the date of termination; and,

WHEREAS, The Commission's authorization of the Reimbursement Agreement is an organizational activity of government that will not result in direct or indirect physical changes in the environment and is therefore not a "project" that requires environmental review under the California Environmental Quality Act Guidelines Section 15378(b)(5): now, therefore, be it

RESOLVED, The Commission, hereby approves a Reimbursement Agreement between TJPA and OCII that is substantially in the form that is attached to this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of April 15, 2025.

Commission Secretary

Attachment 1: Under Ramp Park Reimbursement Agreement

Under Ramp Park Reimbursement Agreement

This Reimbursement Agreement (“**Agreement**”) is made as of _____, 2025 (“**Effective Date**”), by and between the Transbay Joint Powers Authority, a joint powers authority created under California Government Code Sections 6500 et seq. (“**TJPA**”) and the Office of Community Investment and Infrastructure (“**OCCI**”), as successor agency to the Redevelopment Agency of the City and County of San Francisco, with reference to the following facts. Each of the foregoing is a “Party,” and collectively the foregoing are the “Parties” to this Agreement.

RECITALS

A. The TJPA and the California Department of Transportation (“Caltrans”) own certain real property in the City and County of San Francisco generally located under bus ramps and off-ramps from the San Francisco-Oakland Bay Bridge (“**Property**”), generally as shown on Attachment A.

B. In 2005, the Board of Supervisors of the City and County of San Francisco (“**City**”) adopted the Transbay Redevelopment Plan to redevelop the Transbay Redevelopment Project Area (“**Project Area**”) and generate funding from the development of about 10 acres of State-owned property for the construction of the new Transbay Transit Center, now known as the Salesforce Transit Center.

C. In 2005, the Redevelopment Agency of the City and County of San Francisco (“**Former Agency**”) and the TJPA entered the Transbay Redevelopment Project Implementation Agreement (“**Implementation Agreement**”), which, among other things, required the Former Agency to “execute all activities related to the implementation of the Transbay Redevelopment Plan, including all administrative activities related to implementation, including, but not limited to, activities related to major infrastructure improvements, including new public parks.... The costs for implementation of the Transbay Redevelopment Plan activities ... shall be an indebtedness incurred by the [Redevelopment] Agency....”

D. In 2006, the Former Agency and the San Francisco Planning Department released the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (“**Streetscape Plan**”), which identified the under-ramp areas beneath the Property and within the Project Area as potential opportunities for public park use.

E. In 2011, the Former Agency entered into a contract with CMG Landscape Architecture (“**CMG**”) to complete design documents for select elements of the Streetscape Plan, including a proposed park planned to be located on portions of the Property (formerly referred to as “**Oscar Park**” and referred to here as “**Under Ramp Park**” as a placeholder name).

F. In 2012, the State of California dissolved the Former Agency and established a successor agency to wind down redevelopment activities and complete some of the unfinished

enforceable obligations of the Former Agency. OCII is the successor agency to the Former Agency.

G. In 2013, the California Department of Finance (“**DOF**”) determined that the Implementation Agreement, among other Transbay-related documents, is an enforceable obligation of the Former Agency. Accordingly, OCII has authority pursuant to the Implementation Agreement to complete certain infrastructure improvements, including new public parks like the proposed Under Ramp Park. OCII, however, has no authority to acquire or operate the park; OCII cannot have any ownership or leasehold interest in either the land or the improvements for the park during or after construction.

H. For the last several years, OCII and the TJPA staff have discussed opportunities for the agencies to cooperate to achieve delivery of the proposed Under Ramp Park, recognizing, among other things: the limits on OCII under the redevelopment dissolution law; the TJPA’s lack of funding sources to support design, construction or operation of the park; the TJPA’s need to ensure the transit center infrastructure (particularly its bus ramp) is protected; and the TJPA’s interest in ensuring that the proposed park complements (rather than detracts from) the transit center programming and operations.

I. In 2022, the TJPA Board of Directors authorized its Executive Director to execute a nonbinding term sheet between the TJPA and the East Cut Community Benefit District (“**CBD**”), with OCII as an acknowledging entity. The term sheet presents a framework for the three entities to cooperate to complete Under Ramp Park.

J. On April 12, 2024, the DOF approved OCII’s 2024-25 Annual Recognized Obligation Payment Schedule (“**ROPS**”) budget. Per the approved ROPS for Fiscal Year 2024-25 OCII has authority under ROPS line 423 to reimburse the TJPA for TJPA Eligible Costs up to a not-to-exceed amount of One Hundred Thousand Dollars and 00/100 (\$100,000.00) as defined below in Section 1 of this Agreement. While OCII is completing Under Ramp Park and pursuing the transfer of the completed Under Ramp Park to TJPA, and TJPA is assisting and cooperating to complete Under Ramp Park, OCII agrees to continue requesting One Hundred Thousand Dollars and 00/100 (\$100,000.00) annually in DOF approval authority under ROPS line 423 for OCII to reimburse the TJPA Eligible Costs (the “**TJPA Annual Allocation**”).

K. To obtain the TJPA’s assistance and cooperation to complete Under Ramp Park, the TJPA and OCII agree as follows.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Reimbursement of TJPA Eligible Costs

As consideration for the TJPA's assistance and cooperation to accomplish Under Ramp Park, OCII agrees, subject to the TJPA Annual Allocation approved in the ROPS, to reimburse the TJPA's actual costs, reasonably incurred to complete the improvements associated with Under Ramp Park, including, but not limited to, TJPA's attorneys' fees, engineering staff costs, and third-party costs, such as architectural and engineering consulting, if needed, and other related expenses ("**TJPA Eligible Costs**"; Detailed in Attachment 1). TJPA Eligible Costs may include assistance and cooperation related to the completion of the improvements associated with Under Ramp Park, including, among other things, review of design and construction documents; negotiation of right of entry agreements, lease agreements, construction agreements, and related agreements with OCII and Caltrans; review of in-progress construction; preparation for commissioning and acceptance. The TJPA must inform OCII of its intent to hire a third-party consultant, provide a rationale for the need for such third-party services, and present OCII with an estimated budget for the services. The TJPA will pay TJPA Eligible Costs as they are incurred and present a monthly invoice to OCII for reimbursement of those fees and costs. OCII shall reimburse the TJPA for the TJPA Eligible Costs within Forty-Five (45) days after receiving TJPA's invoices. TJPA shall notify in writing OCII upon incurring in a fiscal year \$75,000 of the TJPA Annual Allocation.

In Fiscal Year 2024-25 (through December 2024) the TJPA incurred Fourteen Thousand Five Hundred Twenty-one Dollars (\$14,521.00) in TJPA Eligible Costs related to work performed by its attorneys and engineering staff on the Under Ramp Park project ("**Retroactive TJPA Eligible Reimbursement Costs**"; Detailed in Attachment 2). OCII will reimburse the TJPA for the Retroactive TJPA Eligible Reimbursement Costs within Forty-Five (45) days after execution of this Agreement. The TJPA Eligible Costs and Retroactive TJPA Eligible Reimbursement Costs collectively comprise the "**Under Ramp Park Reimbursement Agreement Budget**."

The TJPA invoices will indicate the hourly billing rate for each TJPA staff engineer, attorney, or third-party consultant applicable at the time the cost was incurred, the total number of hours spent by each TJPA staff engineer, attorney or third-party consultant on the tasks during the invoice period, and any additional costs incurred by the TJPA. Invoices will also include a brief non-confidential description of the work completed by the TJPA in the applicable period. OCII understands that detailed billing reports from the TJPA's legal counsel to the TJPA are confidential, but TJPA will nonetheless provide OCII with a non-confidential description of the legal work sufficient for OCII to determine whether the expense meets the standards of this Agreement.

The Under Ramp Park Reimbursement Agreement Budget is only an estimate; it is possible that the actual TJPA Eligible Costs will exceed the Under Ramp Park Reimbursement Agreement Budget. If the Budget is exceeded or if the TJPA anticipates that it will be exceeded, or if invoiced amounts are not timely reimbursed, then the Parties agree to work in good faith to address the situation to avoid unnecessary costs and to ensure that the TJPA is fully reimbursed for all Under Ramp Park Reimbursement Agreement Budget costs found to meet the standards of this Agreement.

Notwithstanding the foregoing, OCII is only authorized to annually reimburse the TJPA for Retroactive TJPA Eligible Reimbursement Costs and TJPA Eligible Costs up to the amount

approved by the DOF and OCII's City-approved budget for a given fiscal year during the term of this Agreement.

2. Term; Termination

The term of this Agreement will commence upon the Effective Date and end at the TJPA's commissioning and acceptance of the Under Ramp Park improvements. Notwithstanding the foregoing, either Party may terminate this Agreement by providing Thirty (30) days prior written notice. OCII shall reimburse the TJPA for TJPA Eligible Costs incurred up to the date of termination. The obligations specified in Section 1 shall survive termination.

3. No Guarantee; Reserved Rights

This Agreement is for the purpose of reimbursing the TJPA for its assistance and cooperation to accomplish Under Ramp Park. Nothing in this Agreement is intended to guarantee the TJPA will grant permission to OCII, CBD, or any other third party to utilize the Property for any purpose, or guarantee the completion of Under Ramp Park. OCII must obtain the TJPA's prior written approval to enter or use the Property. The TJPA reserves and retains all of its rights and authorities as the owner or tenant of the Property, including the right to negotiate any terms and conditions the TJPA deems appropriate, in its sole and absolute discretion, for granting permission to use its Property or property the TJPA has leased from Caltrans.

4. Notice

Unless otherwise indicated elsewhere in this Agreement, any notice given under this Agreement must be in writing and will be deemed to have been given upon (a) hand delivery, against receipt, (b) one (1) day after being deposited with a reliable overnight courier service, or (c) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

To OCII: Executive Director
 Office of Community Investment & Infrastructure
 1 South Van Ness, 5th Floor
 San Francisco, CA 94102
 (628) 652-8500
 commissionsecretary.ocii@sfgov.org

To TJPA: Executive Director
 Transbay Joint Powers Authority
 425 Mission Street, Suite 250
 San Francisco, CA 94105
 (415) 597-4620
 info@tjpa.org

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of San Francisco, State of California, and the Parties agree that any service of process in such action or proceeding may be made by personal service upon the other wherever the other may then be located, or by certified or registered mail directed to the Party at the address set forth in this Agreement.

6. No Third-Party Beneficiaries or Duties

This Agreement is for the exclusive benefit of the Parties and not for the benefit of any other Person (including any member of the public) and shall not be deemed to have conferred any rights, express or implied, upon any other Person. Nothing in this Agreement shall be deemed or constructed to create any duty or liability to any third party or to describe any standard of care owed to any third party.

7. Amendments

This Agreement may be amended, extended, supplemented, changed, or revoked only by the written agreement of all Parties hereto.

8. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement, shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

9. Relationship of the Parties.

No Party is acting as the agent of any other Party in any respect. None of the provisions in this Agreement shall be deemed to render the TJPA a partner in OCII's business, or joint venturer or member in any joint enterprise with OCII.

10. Authority to Execute; Counterparts; Electronic Signatures

Each individual executing this Agreement, on behalf of one of the Parties, represents that they are duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Unless otherwise prohibited by law or TJPA policy, the Parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Agreement in a portable document format. The term “electronically signed Agreement” means the Agreement that is executed by applying an electronic signature using technology approved by the TJPA.

IN WITNESS WHEREOF, this Agreement has been executed by the TJPA and OCII as of the day and year first above written.

TJPA:

TRANSBAY JOINT POWERS
AUTHORITY,
a joint powers authority created under
California Government Code Sections
6500 *et seq.*

By: _____
Name: Adam Van de Water
Its: Executive Director

APPROVED AS TO FORM:

By: _____
Counsel for the TJPA

OCII:

OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE

By: _____
Name: Thor Kaslofsky
Its: Executive Director

APPROVED AS TO FORM:

By: _____
Counsel for the OCII

ATTACHMENT 1: “TJPA Eligible Costs”

TJPA Legal Scopes of Work and Estimated Budget

TJPA Legal (Shute, Mihaly & Weinberger LLP) & Engineering Scopes of Work	Estimated Legal Hours	Attorney's Hourly Rate	Estimated Staff Engineer Hours	Engineer's Hourly Rate	Project Management Staff Hours	Project Management Hourly Rate	Estimated Budget
Negotiate OCII-SFPW MOU for Professional Services	15	\$360	4	\$287.50	9	\$287.50	\$9,137.50
Negotiate TJPA-OCII-SFPW Agreement for Construction and Asset Disposition	50	\$360	4	\$287.50	9	\$287.50	\$21,737.50
Negotiate TJPA/Caltrans Lease	15	\$360	4	\$287.50	9	\$287.50	\$9,137.50
Contingency	13	\$360	8	\$287.50	11	\$287.50	\$10,142.50
Totals	93	\$360	20	\$287.50	38	\$287.50	\$50,155.00

ATTACHMENT 2: “Retroactive TJPA Eligible Reimbursement Costs”

**TJPA Under Ramp Park Legal (Shute, Mihaly & Weinberger LLP) and Staff Billing
through FY24-25**

Fiscal Year	OCII-TJPA Predevelopment Project Coordination*	Notes
FY 2024-2025	\$14,521.00	Documents review, Project follow-up tasks, and permitting
Total Reimbursable Expenditures	\$14,521.00	