

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets – Transportation Engineering

BRIEF DESCRIPTION:

Approving various routine traffic and parking modifications.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes.
- Taxis are not exempt from any of these regulations.

ENCLOSURE:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO Tom Folks

ASSIGNED SFMTAB CALENDAR DATE: January 4, 2011

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PURPOSE

To approve various routine traffic and parking modifications.

GOAL

This action is consistent with the SFMTA 2008-2012 Strategic Plan.

Goal 1: Customer Focus – To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy.

Objective 1.1: Improve safety and security across all modes of transportation.

Goal 2: System Performance – To get customers where they want to go, when they want to be there.

Objective 2.4: Reduce congestion through major corridors.

Objective 2.5: Manage parking supply to align with SFMTA and community goals.

ITEMS

- A. REVOKE – BLUE ZONE – 500 Cortland Avenue, south side, from 0 feet to 25 feet east of Andover Street (25-foot zone). **PH 11/12/10 Requested by SFMTA.**
- B. REVOKE – BLUE ZONE – 400 Moultrie Street, west side, from 3 feet to 18 feet south of Cortland Avenue (15-foot zone). **PH 11/12/10 Requested by SFMTA.**
- C. ESTABLISH – BLUE ZONE – “498” Moultrie Street, west side, from 0 feet to 20 feet south of mid-block curb ramp (20-foot zone). **PH 11/12/10 Requested by SFMTA.**
- D. REVOKE – BLUE ZONE – “500” Moultrie Street, west side, from 0 feet to 18 feet south of playground gate opening (18-foot zone). **PH 11/12/10 Requested by SFMTA.**
- E. REVOKE – BUS ZONE – Parnassus Avenue, south side, from 377.5 feet to 457.5 feet east of 3rd Avenue (Relocate existing inbound bus zone from far side to nearside) (80-foot bus zone). **PH 11/12/10 Requested by SFMTA.**
- F. ESTABLISH – BUS ZONE – Parnassus Avenue, south side, from 252 feet to 345.5 feet east of 3rd Avenue (Relocate existing inbound bus zone from far side to nearside) (93.5-foot bus zone). **PH 11/12/10 Requested by SFMTA.**
- G. ESTABLISH – BLUE ZONE – Parnassus Avenue, south side, from 377.5 feet to 397.5 feet east of 3rd Avenue (20-foot zone). **PH 11/12/10 Requested by SFMTA.**
- H. REVOKE – BUS ZONE – Parnassus Avenue, south side, from 4th Avenue to 75 feet easterly (Relocate existing inbound bus zone from far side to nearside) (75-foot bus zone). **PH 11/12/10 Requested by SFMTA.**

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- I. ESTABLISH – BUS ZONE – Parnassus Avenue, south side, from 4th Avenue to 104 feet westerly (Relocate existing inbound bus zone from far side to nearside) (104-foot bus zone). **PH 11/12/10 Requested by SFMTA.**
- J. ESTABLISH – BLUE ZONE – Parnassus Avenue, south side, from 5 feet to 25 feet east of 4th Avenue (20-foot zone). **PH 11/12/10 Requested by SFMTA.**
- K. ESTABLISH – RED ZONE – Parnassus Avenue, south side, from 47 feet to 75 feet east of 4th Avenue (28-foot zone). **PH 11/12/10 Requested by SFMTA.**
- L. REVOKE – BUS ZONE – Townsend Street, north side, west of 7th Street (80-foot zone). **PH 11/12/10 Requested by SFMTA.**
- M. ESTABLISH – BUS ZONE – Townsend Street, north side, from 7th Street to 148 feet westerly (148-foot zone). **PH 11/12/10 Requested by SFMTA.**
- N. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA N, 2-HOUR PARKING, 9 AM TO 6 PM, MONDAY THROUGH FRIDAY – Lake Street, both sides, between 16th and 17th Avenues. **PH 11/19/10 Requested by Resident.**
- O. RESCIND – RPP AREA “U” 2 HOUR PARKING 9AM-5PM MONDAY-FRIDAY AND ESTABLISH – UNMETERED MOTORCYCLE PARKING – Clara Street, south side, from 317 to 337 feet east of 5th Street (20’ zone) and Clara Street, south side, from 361 to 390 feet east of 5th Street (29’ zone). **PH 11/19/10 Requested by Business.**
- P. REVOKE – 45 DEGREE ANGLE PARKING – Clement Street, north side, from 16th Avenue to 35 feet easterly (restores parallel parking) and Clement Street, north side, from 18th Avenue to 52 feet easterly (restores parallel parking). **PH 11/19/10 Requested by SFMTA.**
- Q. ESTABLISH – 45 DEGREE PARKING AND ESTABLISH – 8 HOUR PARKING FROM 7AM-6PM, MONDAY TO FRIDAY – East side of Jerrold, from 116 feet to 320 feet north of Quint Avenue (extension of parking restrictions and 45 degree parking south of Quint Avenue). **PH 11/19/10 Requested by DPW.**
- R. RESCIND – 45 DEGREE PARKING AND ESTABLISH – 90 DEGREE PARKING – Oakdale Avenue, north side, between Mendell and Lane Streets. **PH 11/19/10 Requested by SFMTA.**
- S. ESTABLISH – RED ZONE – Oakdale Avenue, north side, from Mendell Street to 53 feet easterly. **PH 11/19/10 Requested by SFMTA.**
- T. RE-OPEN – CROSSWALK – North Crosswalk at the Intersection of Innes Avenue and Middle Point Road. **PH 11/19/10 Requested by SFMTA.**
- U. REVOKE – TOW-AWAY, NO STOPPING 7 AM – 9 AM, MONDAY TO FRIDAY – Bush Street, north side, between Larkin Street and 120 feet west of Leavenworth Street (one and a half blocks). **PH 12/10/10 Requested by St. Francis Hospital.**

- V. ESTABLISH – TOW-AWAY LANE MUST TURN LEFT – Bush Street, eastbound at Larkin Street. **PH 12/10/10 Requested by St. Francis Hospital.**
- W. ESTABLISH – TOW-AWAY NO STOPPING 7 AM – 9 AM, MONDAY TO FRIDAY – Bush Street, south side, from Hyde Street to 60 feet westerly. **PH 12/10/10 Requested by St. Francis Hospital.**
- X. ESTABLISH – TOW-AWAY, NO STOPPING ANYTIME – Division Street, north side, from Brannan Street to 85 feet easterly. **PH 12/10/10 Requested by SFMTA.**
- Y. ESTABLISH – TOW AWAY NO STOPPING ANYTIME – Great Highway, east side, from Fulton Street to 130 feet northerly. **PH 12/10/10 Requested by Resident.**
- Z. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA Y, 2-HOUR LIMIT, 8 AM TO 10 PM, DAILY – Townsend Street, north side, from 6th Street to 72 feet westerly. **PH 12/10/10 Requested by SFMTA.**
- AA. ESTABLISH – ELIGIBILITY FOR AREA F RESIDENTIAL PARKING PERMIT – 3024 Geary Boulevard (this would allow residents at this address to purchase Area F residential parking permits. No new signs would be installed.) **PH 12/10/10 Requested by Resident.**
- BB. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA Z, 2-HOUR LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY – Chattanooga Street, both sides, between 23rd and 24th Streets. **PH 12/10/10 Requested by Residents.**
- CC. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA P, 2-HOUR LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY – McAllister Street, both sides, between Divisadero and Broderick Street. **PH 12/10/10 Requested by Residents.**
- DD. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA N, 2-HOUR LIMIT, 9 AM TO 6 PM, MONDAY THROUGH FRIDAY – 15th Avenue, east side, from Geary Boulevard to Clement Street 15th Avenue, west side, from 103 feet south of Geary Boulevard to Clement Street. **PH 12/10/10 Requested by Residents.**
- EE. ESTABLISH – RESIDENTIAL PERMIT PARKING ELIGIBILITY – Unit block of Tacoma Street (residents would be eligible to purchase an Area N permit, but no permit parking signs would be posted). **PH 12/10/10 Requested by Residents.**
- FF. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA H, 2-HOUR LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY – Ocean Avenue, both sides, between 19th and 20th Avenues. **PH 12/10/10 Requested by Residents.**
- GG. ESTABLISH – STOP SIGN – Southbound Arkansas Street at 23rd Street, the stem of this T-intersection. **PH 12/10/10 Requested by SFMTA.**
- HH. ESTABLISH – UNMETERED MOTORCYCLE PARKING – 20th Street, north side, from 10 feet to 20 feet easterly of Florida Street. **PH 12/10/10 Requested by SFMTA.**

- II. ESTABLISH – RED ZONE – Geary Blvd., 3500 block, north side, from 2 feet to 24 feet east of Palm Ave. **PH 12/10/10 Requested by SFMTA.**
- JJ. ESTABLISH – TOW-AWAY NO PARKING ANYTIME – Armstrong Street, south side, from 3rd Street to 450 feet easterly. **PH 12/10/10 Requested by DPW.**
- KK. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA T (ELIGIBILITY TO PURCHASE PERMIT ONLY) – #270 & #280 Laguna Honda Boulevard (no signs to be installed). **PH 12/10/10 Requested by SFMTA.**
- LL. ESTABLISH – TOW-AWAY NO STOPPING ANYTIME – Laguna Honda Boulevard, west side, from Clarendon Avenue to Plaza Street. **PH 12/10/10 Requested by SFMTA.**
- MM. RESCIND – TOW-AWAY NO STOPPING ANYTIME – Laguna Honda Boulevard, west side, from Plaza Street to 200 feet southerly. **PH 12/10/10 Requested by SFMTA.**
- NN. ESTABLISH – TOW-AWAY NO PARKING ANYTIME – Laguna Honda Boulevard, west side, from Plaza Street to 200 feet southerly. **PH 12/10/10 Requested by SFMTA.**
- OO. RESCIND – 2-HOUR PARKING, 7 AM TO 6 PM, MONDAY THROUGH SATURDAY AND ESTABLISH – RESIDENTIAL PERMIT PARKING AREA T, 2-HOUR LIMIT, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY – Unit block of Plaza Street, north side, between Laguna Honda Boulevard and Magellan Avenue. **PH 12/10/10 Requested by SFMTA.**

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency has received a request, or identified a need for traffic modifications as follows:

- A. REVOKE – BLUE ZONE – 500 Cortland Avenue, south side, from 0 feet to 25 feet east of Andover Street (25-foot zone).
- B. REVOKE – BLUE ZONE – 400 Moultrie Street, west side, from 3 feet to 18 feet south of Cortland Avenue (15-foot zone).
- C. ESTABLISH – BLUE ZONE – “498” Moultrie Street, west side, from 0 feet to 20 feet south of mid-block curb ramp (20-foot zone).
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WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Executive Director/CEO and the Director of the Sustainable Streets Division does hereby approve the changes.

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

_____.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. : 10.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute the Special Transit Fare (Fast Pass[®]) Agreement between the City and County of San Francisco and the San Francisco Bay Area Rapid Transit District (BART), with a term from January 1, 2010 to June 30, 2018.

SUMMARY:

- Under the current Fast Pass[®] Agreement, the SFMTA reimburses BART \$1.02 for each Adult Fast Pass[®] trip taken on BART within San Francisco.
- Existing BART Board policy allows for bi-annual fare increases based on the inflation rate less ½ percent for productivity improvements. Reimbursement rates have generally increased correspondingly; however, on July 1, 2009, BART advanced its regularly-scheduled fare increase by six months and raised its base fare 17 percent. BART has requested a similar increase in the reimbursement rate from \$1.02 to \$1.19 per trip.
- This proposed eight-year Agreement would raise the reimbursement rate to \$1.19 per trip retroactively to January 1, 2010, increasing annualized payments to BART from \$9.0 million to \$10.5 million assuming current ridership levels.
- BART's inflation-based fare policy expires in 2012. Future reimbursement rate increases would be tied to whatever fare increase policy the BART Board subsequently approves. Because that policy is unknown, the long-term financial impact cannot be determined at this time. However, over the eight-year term of the Agreement, the annual total reimbursement could increase by 223 percent over today's level – from \$9.0 to \$29.0 million – if fare increases after 2012 reach the Agreement's proposed 10-percent cap each year and ridership increases by 5 percent annually.

ENCLOSURES:

1. SFMTAB Resolution
2. Proposed Fast Pass Agreement

APPROVALS:

DIRECTOR OF DIVISION
PREPARING ITEM _____

DATE

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO: Sonali Bose

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

Authorizing the Executive Director/CEO to execute the Special Transit Fare (Fast Pass[®]) Agreement between the City and County of San Francisco and the San Francisco Bay Area Rapid Transit District (BART), retroactively from January 1, 2010 to June 30, 2018.

GOAL

By continuing to provide customers with an integrated fare instrument valid both on Muni and BART within San Francisco, the extension of the Special Transit Agreement would assist the SFMTA in meeting the following Strategic Goals:

- Goal 1: Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

DESCRIPTION

The SFMTA and BART have an agreement that allows Muni Adult Fast Pass[®] users to ride BART within San Francisco city limits at no additional cost. The SFMTA reimburses BART at a fixed rate per trip (currently \$1.02), which historically has represented a discount of slightly above 30% over the standard BART ticket price. Based on ridership volumes of approximately 8.8 million trips annually, the SFMTA projects that it is paying BART approximately \$9.0 million per year under the existing contract and reimbursement rate.

On May 22, 2003, the BART Board adopted a Productivity-Adjusted Consumer Price Index (CPI) Based Fare Rates and Charges policy. This policy specified a formula for adjusting fares bi-annually based on the inflation rate less ½ percent for productivity improvements. Until 2009, BART fares (and the Fast Pass reimbursement rate) had gone up roughly at the rate of inflation per this policy. However, on July 1, 2009, BART advanced its regularly-scheduled fare increase by six months and raised its base fare 25¢ within San Francisco from \$1.50 to \$1.75 – a 17 percent increase. As a result, BART staff proposed that the SFMTA absorb a corresponding 17 percent increase in the reimbursement rate -- from \$1.02 to \$1.19 per trip -- under a new agreement that would be effective retroactive to the date the current agreement expired (January 1, 2010).

Between FY 2006 and 2009, payments to BART grew at an annualized rate of nearly 13 percent due to a combination of ridership growth and increases in the reimbursement rate. As the SFMTA Board is aware, BART Fast Pass[®] ridership has declined during the past year as it has on the Muni system.

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The proposed Fast Pass[®] Agreement contains the following provisions:

- Reimbursement Rate (until 2012) – BART would increase reimbursement rates 17 percent from \$1.02 to \$1.19 per trip retroactive to January 1, 2010. In 2012, the reimbursement rate would increase again per BART's existing CPI-based fare increase policy, presumably at a rate tracking inflation. Assuming that ridership remains constant, this provision will result in an immediate increase in annualized payments to BART from \$9.0 million to \$10.5 million, as well as a subsequent inflation-adjusted increase in 2012. If ridership were to grow by 5 percent next year, reimbursement would increase to \$11.0 million.
- Reimbursement Rate (after 2012) – BART's existing CPI-based fare increase policy will expire in 2012. The Agreement would set Fast Pass[®] reimbursement rate increases to whatever subsequent fare increase policy the BART Board approves in 2012. BART staff anticipates that the BART Board will authorize a long-term fare increase program similar to the current policy, but there is no guarantee what the specifics of that policy might be. (Under the existing fare policy, for example, BART implemented a 17 percent rate increase for intra-San Francisco travel in July 2009.) Therefore, the SFMTA is unable to determine the long-term financial impact of this provision at this time.
- Reimbursement Rate Growth Cap – The Agreement proposes a 10-percent annual reimbursement rate growth cap every year. The actual payments to BART might grow faster than 10-percent annually if ridership increases; for example, a 10-percent reimbursement rate increase combined with 5-percent ridership growth would result in a 15.5 percent payment increase to BART. If rate increases reached the 10-percent annual cap after 2012, the per-trip reimbursement rate could reach \$2.23 by 2018 compared to \$1.02 today. At current ridership volumes, annual payments to BART would increase from \$9.0 million to \$19.7 million by 2018. If ridership were to increase 5 percent per year, payments would increase to \$29.1 million.
- ClipperSM Card Transaction Fees – BART has agreed to absorb any transaction fees associated with using the ClipperSM Card on BART. At the current level of ClipperSM transactions (less than 15 million monthly regionwide), the transaction fee is 1.5¢ per trip. If there are between 15 and 30 million ClipperSM transactions per month, the fee becomes 1.2¢ per trip. If there are more than 30 million ClipperSM transactions per month, the fee lowers to 0.35¢ per trip. Transaction fees are estimated at \$130,000 annually based on current ridership volumes. BART would deduct the applicable transaction fees from the billed reimbursement fees on its invoices.

Feeder Agreement

Because both Muni and BART provide an integrated transit network in San Francisco, BART also pays the SFMTA for providing feeder transit services to its stations. Unlike the Fast Pass[®] Agreement, however, BART's payment to the SFMTA (\$2.9 million in FY 2009) is adjusted each year based upon the percentage change in BART sales tax revenues. BART projects that feeder payments will decrease by approximately \$262,894 (9.05 percent) from FY 2009 to FY 2010. Unless there is a modification to the Feeder Agreement methodology, future payments from BART to the SFMTA could continue to be impacted by declining sales tax receipts even if Fast Pass[®] payments increase feeder ridership growth. SFMTA will discuss the Feeder Agreement provisions next with BART.

Comparison of BART Fast Pass[®] Agreement Provisions

Subject	Current Provisions	Proposed Contract Provisions	Annual Financial Impact Assuming Current Ridership Volumes	Annual Financial Impact Assuming 5% Annual Ridership Increase
Reimbursement Rate (through 2012)	\$1.02 per trip	\$1.19 per trip retroactive to January 1, 2010; inflation-based increase effective January 1, 2012	SFMTA payments immediately increase from \$9.0 million to \$10.5 million	SFMTA payments immediately increase from \$9.0 million to \$11.0 million
Reimbursement Rate (after 2012, when BART's CPI-based Fare Increase Policy expires)	\$1.02 per trip	BART staff anticipates that the BART Board will authorize a similar long-term fare increase program and is proposing that the reimbursement rate increase by the same amount.	There is no guarantee that the BART Board will continue a CPI-based fare policy or what the specifics of that policy might be. Therefore, the long-term financial impact cannot be determined at this time but may be as high as \$29.1 million by 2018 (assuming a 10% reimbursement rate and 5% ridership increases per year).	
Reimbursement Rate Growth Cap	None	Reimbursement rate would increase no more than 10% every year	SFMTA payments increase to \$19.7 million by 2018 (+119%), assuming reimbursement rates reach the 10% annual cap after 2012	SFMTA payments increase to \$29.1 million by 2018 (+223%), assuming reimbursement rates reach the 10% annual cap after 2012
ClipperSM Card Transaction Fees	SFMTA absorbs all fees (1.5¢ per transaction at current volumes)	BART would absorb transaction fees for Clipper SM Cards with the Adult Fast Pass [®] used on BART	\$130,000 annually in transaction fees absorbed by BART	\$200,000 annually in transaction fees absorbed by BART in 2018
Feeder Agreement Reimbursement	Payment from BART to the SFMTA for Muni feeder services to BART stations adjusts based on the annual percentage change in sales tax revenues.	Not addressed	Payments to the SFMTA (\$2.9 million in FY 2009) will decrease by 9.05 percent in FY 2010, resulting in a \$262,894 revenue loss. Future payments from BART to the SFMTA could continue to decrease or stagnate depending on sales tax receipts	

ALTERNATIVES CONSIDERED

Alternatives to the proposed Agreement include:

- Discontinue the Fast Pass[®] Agreement with BART – The Adult Fast Pass[®] product on the ClipperSM Card would no longer be valid on BART within San Francisco. This would result in a large fare increase for customers using both Muni and BART within San Francisco, possibly reducing transit ridership and increasing automobile usage and congestion.
- Further Negotiations – Continue negotiations with BART with the risk that BART may decide to discontinue accepting Adult Fast Passes on BART within San Francisco.

FUNDING IMPACT

Under the proposed Agreement, a 17-percent increase in the reimbursement rate from \$1.02 to \$1.19 will result in an increase in annualized payments to BART from \$9.0 million to \$10.5 million retroactive to January 1, 2010, assuming current ridership levels. If ridership levels increase 5 percent, payments would increase to \$11.0 million.

The proposed Agreement would set Fast Pass[®] reimbursement rate increases to a CPI-based fare increase policy that BART staff expects the BART Board will approve in 2012. There is no guarantee that the BART Board will continue a CPI-based fare policy or what the specifics of that policy might be. Therefore, the long-term financial impact cannot be determined at this time.

Over the eight-year term of the proposed Agreement, the per trip reimbursement rate could increase from \$1.02 today to \$2.23 by 2018 given the rate-cap provision of the proposed fare increase. This assumes a 2010 rate increase to \$1.19, an inflationary increase to \$1.26 in 2012, and subsequent fare increases reaching the proposed 10-percent annual rate cap.

At current ridership volumes, total payments to BART would increase from \$9.0 million today to \$19.7 million in 2018, assuming reimbursement rates reach the 10% annual cap after 2012 (a 119% increase). If ridership were to increase 5% annually, SFMTA payments would increase to \$29.1 million by 2018 (a 224% increase).

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed the item. This Agreement will also require approval from the San Francisco Board of Supervisors because expenditures under the contract are expected to exceed \$10 million annually.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Executive Director/CEO to execute the Fast Pass[®] Agreement between the City and BART, contingent upon approval from the San Francisco Board of Supervisors.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, SFMTA Adult Fast Pass[®] users make approximately 8.8 million trips on BART within San Francisco each year under the Special Transit Fare (Fast Pass[®]) Agreement (“Agreement”) between the City and County of San Francisco (City) and the San Francisco Bay Area Rapid Transit District (BART), which expired on December 31, 2009; and,

WHEREAS, Current payments from the SFMTA to BART are estimated at \$9.0 million per year based on current ridership volumes and a \$1.02 per trip reimbursement rate; and,

WHEREAS, In 2003, the BART Board adopted a Productivity-Adjusted Consumer Price Index (CPI) Based Fare Rates and Charges policy that specified a formula for adjusting fares bi-annually based on the inflation rate less ½ percent for productivity improvements, which policy will be in effect until 2012; and,

WHEREAS, BART advanced its most recent bi-annual fare increase six months, increased its intra-San Francisco fare 17 percent from \$1.50 to \$1.75 on July 1, 2009, and has requested a corresponding increase in the Adult Fast Pass[®] reimbursement rate from \$1.02 to \$1.19 per trip retroactive to January 1, 2010; and,

WHEREAS, The Agreement includes a 10 percent cap on the annual reimbursement rate every year; and,

WHEREAS, BART staff anticipates that the BART Board will implement a similar long-term fare increase policy to take effect upon the expiration of the existing policy in 2012, although the details of such a policy are currently unknown; and,

WHEREAS, Assuming ridership grows by 5 percent annually and reimbursement rates reach the Agreement’s proposed 10-percent annual cap after 2012, total payments to BART could increase from \$9.0 million today to \$29.1 million in 2018; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute the Special Transit Fare (Fast Pass[®]) Agreement between the City and BART, with a term from January 1, 2010 to June 30, 2018, contingent upon approval from the San Francisco Board of Supervisors.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SPECIAL TRANSIT FARE (FAST PASS[®]) AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO AND

THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

This Special Transit Fare (Fast Pass[®]) Agreement (the “2010 Fast Pass[®] Agreement” or “Agreement”) is made and entered into this ____ day of _____, 2011, between the City and County of San Francisco (“City”), a municipal corporation, by and through its San Francisco Municipal Transportation Agency (“SFMTA”) (hereinafter referred to collectively as “SFMTA”), and the San Francisco Bay Area Rapid Transit District (“BART”) (collectively, the “Parties”).

RECITALS

1. City is a municipal corporation chartered under the Constitution of the State of California and empowered by the Constitution and the San Francisco Charter to operate a local transit system, the San Francisco Municipal Railway (“Muni”), through its Municipal Transportation Agency (SFMTA).
2. BART is a rapid transit district duly created and acting under the laws of the State of California, charged by law with the operation of a regional rapid transit system for the San Francisco Bay Area.
3. Both SFMTA and BART operate transit services within the City and County of San Francisco and, pursuant to Section 29142.4(a) of the Public Utilities Code of the State of California, intend to coordinate Muni and BART transit services and fares between Muni and BART stations within San Francisco.
4. SFMTA and BART agree that an inter-operator monthly pass (“Fast Pass[®]”) will facilitate the coordination of transit service, encourage transit use, and improve the quality of transit service between Muni and BART stations within San Francisco.

5. SFMTA and BART have determined that the most expeditious means of creating an inter-operator pass for their patrons is to extend the use of the current Muni Adult Fast Pass[®] to include unlimited trips on BART within San Francisco during a calendar month.
6. On March 23, 1983, the City and BART authorized implementation of the Fast Pass[®] program and execution of a Fast Pass[®] agreement (the “1983 Fast Pass[®] Agreement”) by a Motion adopted by the BART Board of Directors and by City's Public Utilities Commission Resolution No. 83-0110, respectively.
7. Since 1983, the City and BART have entered into subsequent Fast Pass[®] Agreements - the latest of which (the 2008-2009 Fast Pass[®] Agreement) expired on December 31, 2009.
8. Effective January 1, 2010, the City began to sell two monthly Fast Pass[®] magnetic stripe tickets: the Adult “A” Fast Pass[®], good on both Muni and BART within San Francisco and priced at Seventy Dollars (\$70), and the Adult “M” Fast Pass[®], good only on Muni and priced at Sixty Dollars (\$60).
9. For purposes of this Agreement, “Fast Pass[®]” refers only to the Adult “A” Fast Pass[®].
10. The City also accepts as payment for Muni trips the two monthly Fast Pass[®] products electronically stored on the ClipperSM smart card: the Adult “A” Fast Pass[®], good on both Muni and BART within San Francisco and priced at Seventy Dollars (\$70), and the Adult “M” Fast Pass[®], good only on Muni and priced at Sixty Dollars (\$60). The ClipperSM smart card is sold and distributed through the ClipperSM program, which is operated by Cubic Transportation Systems under contract with the Metropolitan Transportation Commission (MTC). The ClipperSM program collects the revenue from Fast Pass[®] on ClipperSM sales, electronically transferring said revenue to SFMTA on a daily basis.
11. Until such time as the Fast Pass[®] on ClipperSM fully replaces the Fast Pass[®] magnetic stripe ticket, the Fast Pass[®] magnetic stripe ticket will continue to be distributed by SFMTA, and any revenue from these Fast Pass[®] magnetic stripe ticket sales will be collected by SFMTA.
12. SFMTA agrees to reimburse BART for all trips made on BART within San Francisco by passengers using either the Fast Pass[®] magnetic stripe ticket or the Fast Pass[®] on ClipperSM.
13. The ClipperSM program is being administered by MTC. Certain transaction fees are associated with the ClipperSM program. BART agrees to reimburse SFMTA for ClipperSM

transaction fees incurred when passengers use the Fast Pass[®] on ClipperSM to make a BART trip within San Francisco.

14. SFMTA and BART recognize that it is important for the Fast Pass[®] program to be financially sustainable for both agencies.
15. BART has adopted a schedule of regular fare increases whereby, every two years, fares increase by a Productivity-Adjusted Consumer-Price-Index (CPI) based percentage. The last such increase is planned for 2012. It is anticipated that a regular CPI-based fare increase schedule in some form will be adopted in order to guide BART fare increases beyond 2012.
16. SFMTA and BART agree that the rate of reimbursement from SFMTA to BART will increase at the same time and by the same amount as the BART fare increase planned for 2012 under the adopted BART CPI-based fare increase program.
17. SFMTA and BART agree that after 2012 the reimbursement rate will increase by the same amount as BART's anticipated long-term fare increase program based on changes in inflation.
18. SFMTA and BART also agree that imposing a cap on the reimbursement rate would help ensure budgetary certainty for SFMTA.
19. BART and the City wish to enter into this 2010 Fast Pass[®] Agreement, covering the period January 1, 2010 through June 30, 2018.

AGREEMENT

NOW, THEREFORE, the City and BART, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION 1: DEFINITIONS

- A. "Data Acquisition System" ("DAS") is defined to mean BART's computerized system, which automatically records the number of Trips as defined below.

- B. “The Fast Pass[®] Program” is defined as the program in which SFMTA sells Adult “A” Fast Pass[®] magnetic stripe tickets and the ClipperSM program sells Adult “A” Fast Passes[®] on ClipperSM to patrons and BART receives a portion of the revenues from Fast Pass[®] use in accordance with the terms of this 2010 Fast Pass[®] Agreement.
- C. “Fast Pass[®] magnetic stripe ticket” is defined to mean the Adult “A” Fast Pass[®] product sold as a magnetic stripe ticket.
- D. “Fast Pass[®] on ClipperSM” is defined to mean the Adult “A” Fast Pass[®] product that is electronically loaded onto the regional ClipperSM smart card.
- E. “Trip” is defined to mean an exit from the BART system by a passenger who used either a Fast Pass[®] magnetic stripe ticket or a Fast Pass[®] on ClipperSM to enter and exit a BART rail station within the City and County of San Francisco.
- F. “Trip Estimate” is defined to mean an estimate of Trips based upon statistical analysis of recent station data. All detail supporting such Trip Estimates will be provided to SFMTA with BART’s invoice for reimbursement for SFMTA’s review.

SECTION 2: SFMTA REIMBURSEMENT TO BART FOR FAST PASS[®] TRIPS TAKEN ON BART

- A. Initial Rate of Reimbursement: Retroactive to January 1, 2010, and continuing on a monthly basis until the date of implementation of BART’s next fare increase, currently scheduled for July 1, 2012, SFMTA agrees to reimburse BART One Dollar and Nineteen Cents (\$1.19) per trip for each Fast Pass[®] trip on BART, as counted by BART’s Data Acquisition System.
- B. Rate of Reimbursement effective with the 2012 fare increase, currently scheduled for July 1, 2012: The \$1.19 rate will be in effect until it is increased by the same rate as the increase to BART’s fares that is currently scheduled for July 1, 2012; this increase is the last fare increase under the BART Board-adopted Productivity-Adjusted Consumer-Price Index (CPI)-Based fare increase program. It is anticipated that the BART Board shall authorize a similar long-term fare increase program based on changes in inflation to take effect after

2012. The exact details and formula for such a program will be discussed with the BART Board at a future date.

- C. Subsequent Rates of Reimbursement: After the rate increase in 2012 whenever it occurs, and for the remaining term of the 2010 Agreement, the reimbursement rate will increase by the same amount as BART's anticipated similar long-term fare increase program based on changes in inflation.
- D. Rate of Reimbursement Cap: In no circumstances will the percentage increase to the reimbursement rate in any one-year period exceed ten percent (10%).
- E. Required Data: When a Fast Pass[®] paper ticket or a Fast Pass[®] on ClipperSM is processed through a BART fare gate, DAS records the station of exit, the station of origin, the time of exit, and the type of ticket used. After each revenue day, the data is processed into Microsoft Excel files for tabulation and monitoring. No charges will be incurred under this 2010 Fast Pass[®] Agreement, nor will any payments become due to BART, until the data required under this Fast Pass[®] Agreement is received from BART and approved by SFMTA as being in compliance with this Agreement, which approval will not be unreasonably withheld.

SECTION 3: BART REIMBURSEMENT TO SFMTA FOR FAST PASS[®] ON CLIPPERSM TRANSACTION FEES

- A. BART agrees to reimburse SFMTA for ClipperSM transaction fees incurred when patrons use their Fast Passes[®] on ClipperSM for BART trips within San Francisco as recorded by DAS. The amount of the transaction fee to be paid by BART for each Fast Pass[®] on ClipperSM trip is based on the transaction fee structure as stated in the Metropolitan Transportation Commission/Cubic Transportation Systems, Inc. Contract, Part I, Revised Terms and Conditions (Change Order 118), Attachment 2, Price Schedule, dated June 30, 2009, and is as follows.
 - 1. When total region wide ClipperSM transactions per month are less than fifteen (15) million, the transaction fee will be 1.5 cents per Fast Pass[®] on ClipperSM trip.

2. When total region wide ClipperSM transactions per month are between fifteen (15) million and thirty (30) million, the transaction fee will be 1.2 cents per Fast Pass[®] on ClipperSM trip.
3. When total region wide ClipperSM transactions per month are greater than thirty (30) million, the transaction fee will be 0.35 cents per Fast Pass[®] on ClipperSM trip.

SECTION 4: IDENTIFICATION AND ALLOCATION OF COSTS ASSOCIATED WITH FAST PASS[®] USE ON BART BETWEEN SAN FRANCISCO STATIONS

- A. Distribution: SFMTA will have the responsibility for Fast Pass[®] magnetic stripe ticket distribution, and the ClipperSM program will have the responsibility for Fast Pass[®] on ClipperSM distribution. Personnel and other incidental costs associated with the Fast Pass[®] magnetic stripe ticket will be borne by SFMTA.
- B. Billing, Accounting, Auditing: SFMTA and BART each will bear its own internal administrative billing, accounting and auditing costs associated with Fast Pass[®] use on BART and administration of this 2010 Fast Pass[®] Agreement.
- C. Fast Pass[®] Magnetic Stripe Ticket Procurement, Quality Control, Fast Pass[®] Magnetic Stripe Ticket Specifications, Maintenance of Equipment, and Accounting of Trips:
 1. SFMTA will be responsible for the following:
 - A. Procurement of all Fast Pass[®] magnetic stripe tickets.
 - B. Quality control, including taking all steps necessary to ensure that Fast Pass[®] magnetic stripe tickets are properly encoded for the time period during which they are valid.
 2. BART will be responsible for the following:
 - A. Ensuring proper maintenance of BART fare collection equipment to enable Fast Pass[®] magnetic stripe ticket use in the BART system.
 - B. Providing technical support for the procurement of all Fast Pass[®] magnetic stripe tickets to ensure their compatibility with BART fare collection equipment.

C. Providing accurate accounting of trips taken with Fast Pass[®] magnetic stripe tickets in accordance with the procedures set forth in Section 6.A, below.

D. Fast Pass[®] on ClipperSM Maintenance of Equipment and Accounting of Trips:

BART will be responsible for the following:

A. Ensuring proper maintenance of smart card reader hardware and electronic equipment to enable Fast Pass[®] on ClipperSM use in the BART system.

B. Providing accurate accounting of trips taken with the Fast Pass[®] on ClipperSM in accordance with the procedures set forth in Section 6.A, below.

SECTION 5: COORDINATION REQUIREMENTS

SFMTA and BART believe a harmonious relationship to be essential to faithful execution of this 2010 Fast Pass[®] Agreement. Both Parties also agree that good relations will be jeopardized by failure to act in concert on all matters affecting Fast Pass[®] use on BART. Therefore, SFMTA and BART commit themselves to continued efforts to provide sufficient notice of any action by either Party related to the Fast Pass[®] that has the potential to impact the other.

SECTION 6: BILLING AND PAYMENT PROCEDURES

A. Invoice and Supporting Data. Following each month Fast Pass[®] use is accepted on BART, BART will invoice SFMTA for the reimbursement owed by SFMTA to BART for Fast Pass[®] trips taken on BART, less the amount BART owes SFMTA for Fast Pass[®] on ClipperSM transaction fees.

1. The reimbursement owed by SFMTA to BART for Fast Pass[®] trips taken on BART will be calculated by multiplying the previous month's total Fast Pass[®] trips made using the Fast Pass[®] magnetic stripe ticket and the Fast Pass[®] on ClipperSM by the applicable rate of reimbursement specified in Section 2.

2. The amount BART owes SFMTA for Fast Pass[®] on ClipperSM transaction fees will be calculated by multiplying the previous month's total Fast Pass trips made using the Fast Pass[®] on ClipperSM by the per trip ClipperSM transaction fee specified in Section 3.

3. The number of Fast Pass[®] trips will be based upon either: (1) the DAS data; or (2) available DAS data and total trip estimates, in the absence of complete DAS data. BART will submit all data relied on to compute the number of Fast Pass[®] trips for each month with the monthly invoice via e-mail, with an electronic file containing these trip data reported by origin and destination station, date, and time of day.
- B. SFMTA Payments. SFMTA will make payment of any balance due within thirty (30) calendar days of receipt of each monthly invoice, including the data specified in Section 2.C above, from BART. BART shall submit all data relied on to compute the number of Fast Pass[®] trips for each month with the monthly invoice. If SFMTA contests BART's monthly trip estimate, SFMTA agrees to pay the undisputed invoice amount within said time, pending the Parties' resolution of the disputed trip estimate. In that event, SFMTA and BART agree to resolve such dispute in accordance with the terms set forth in Section 7, below.

SECTION 7: RESOLUTION OF DISPUTES

If any dispute under this 2010 Fast Pass[®] Agreement cannot be resolved by the Parties' staff persons responsible for day-to-day management of the Agreement, upon the written request of either of the Parties, the matter will be handled as described below:

- A. First Level: Each Party will designate staff to be the initial person(s) to discuss any apparent dispute or disagreement between the Parties and initiate this procedure. For SFMTA, the first level person will be its Manager, Financial Services and Revenue Contracts, unless SFMTA designates otherwise in writing. For BART, the first level person will be the Manager of Operating Budgets and Analysis, unless BART designates otherwise in writing. The first level person for the initiating Party will submit a written request to the first level person of the other Party setting forth the disagreement and requesting resolution. Each Party will respond within five (5) working days of receipt of a request for resolution from the other Party, or within such other period as the first level persons may agree. Each designated first level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the 2010 Fast Pass[®] Agreement.
- B. Second Level: Each Party will designate an individual to whom matters not resolved at the first level will be referred. For SFMTA, the second level person will be the Chief

Financial Officer, unless SFMTA designates otherwise in writing. For BART, the second level person will be the Executive Manager, Planning and Budget, unless BART designates otherwise in writing. The second level person for the initiating Party will submit a written request to the second level person of the other Party setting forth the disagreement and requesting resolution. Each Party will respond within five (5) working days of receipt of a request for resolution from the other Party, or within such other period as the second level persons may agree. Each designated second level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the 2010 Fast Pass[®] Agreement.

- C. Third Level: Each Party will designate individuals to whom matters not resolved at the second level will be referred. These designated third level persons will constitute the final internal level within BART and SFMTA for resolution of issues between the Parties. Each designated third level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the 2010 Fast Pass[®] Agreement. For SFMTA, the third level person will be the Executive Director/CEO, unless SFMTA designates otherwise in writing. For BART, the third level person will be the General Manager unless BART designates otherwise in writing. The third level person for the initiating Party will submit a written request to the third level person of the Party setting forth the disagreement and requesting resolution. Each Party will respond within ten (10) working days of receipt of a request for resolution from the other Party.
- D. Alternative Dispute Resolution. If the dispute is not resolved at the Third Level, the General Manager of BART and the Executive Director/CEO of SFMTA may agree to a method of non-binding, alternative dispute resolution, including, but not limited to, mediation or non-judicial arbitration.
- E. Judicial Remedies. It is the intent of the Parties that litigation be avoided as a method of dispute resolution to the extent possible. However, nothing herein will foreclose or limit the ability of either Party to pursue judicial remedies.

SECTION 8: GENERAL PROVISIONS

- A. Records and Audits: BART will maintain trip data documentation consisting of DAS Passenger Reports. SFMTA will have the right to audit BART's accounts, primary and secondary papers regarding collection and compilation of trip data, and relevant cost

accounting data during and up to three (3) years after the invoice date of the period in question. BART's monthly invoice to SFMTA will indicate the total number of trips actually counted by the DAS system or, in the absence of complete DAS data, the available DAS data and total trip estimates.

B. Term; Termination:

1. Term. The term of this Agreement shall be from January 1, 2010 through June 30, 2018 unless earlier terminated as provided below.
2. Termination. Either SFMTA or BART may terminate this 2010 Fast Pass[®] Agreement at any time upon giving the other Party ninety (90) calendar days written notice.

C. Notices: All invoices, notices or other communications to either Party by the other will be deemed given when made in writing and delivered or mailed to such Party at their respective addresses as follows:

TO: BART
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive
P. O. Box 12688
Oakland, CA 94604-2688
Notices: Attention General Manager

TO: San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Invoices: Attention Deputy General Manager, Finance & Administration
Notices: Attention Executive Director/CEO

- D. Entire Agreement: The provisions of this 2010 Fast Pass[®] Agreement constitute the entire agreement between the Parties relating to this matter, and will apply to Fast Pass[®] use on BART throughout the entire life of such use as defined in this Agreement.
- E. Tropical Hardwoods: Pursuant to San Francisco Administrative Code Section 12I.5(b), the City urges contractors not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood project.
- F. Compliance with ADA: Without limiting any other provision of this 2010 Fast Pass[®] Agreement, SFMTA and BART will provide the services specified in this 2010 Fast Pass[®] Agreement in a manner that complies with the Americans with Disabilities Act (ADA) Title 24, and any and all other applicable federal, state, and local disability rights legislation. SFMTA and BART agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this 2010 Fast Pass[®] Agreement.
- G. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation: This 2010 Fast Pass[®] Agreement is subject to the budget and fiscal provisions of the City's Charter. Pursuant to the City's Charter, a budget is approved every two years to cover the following two-year period. Charges under this Agreement will accrue only after prior written authorization certified by the Controller as part of that budget process, and the amount of City's obligation hereunder will not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This 2010 Fast Pass[®] Agreement will terminate without penalty, liability or expense of any kind to either BART or City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for only a portion of the succeeding fiscal year, this 2010 Fast Pass[®] Agreement will terminate, without penalty, liability or expense of any kind to either BART or City at the end of the term for which funds are appropriated.

If at any time during the term of this 2010 Fast Pass[®] Agreement, the City does not allocate funds in its budget for succeeding years, SFMTA will provide notice of same to BART within thirty (30) calendar days of adoption of said budget. In the event that funds are not appropriated within the City's budget for any succeeding year, this Agreement and the Fast Pass program will terminate at the end of the period for which funds have been certified.

H. Guaranteed Maximum Costs:

1. City's obligation hereunder will not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
2. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse BART for services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
3. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
4. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

I. Submitting False Claims; Monetary Damages:

1. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim will be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim will also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or

causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2. Pursuant to California Government Code Section 12651, any person who commits any of the following acts will be liable to BART for three times the amount of damages which BART sustains because of the act of that person. A person who commits any of the following acts will also be liable to BART for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to BART for a civil penalty of up to \$10,000 for each false claim. A person will be deemed to have submitted a false claim to BART if the person: “(1) Knowingly presents or causes to be presented to an officer or employee of [BART] a false claim or request for payment or approval. (2) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by [BART]. (3) Conspires to defraud [BART] by getting a false claim allowed or paid by [BART]. (4) Has possession, custody, or control of public property or money used or to be used by [BART] and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. (5) Is authorized to make or deliver a document certifying receipt of property used or to be used by [BART] and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (6) Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (7) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to [BART]. (8) Is a beneficiary of an inadvertent submission of a false claim to [BART], subsequently discovers the falsity of the

claim, and fails to disclose the false claim to [BART] within a reasonable time after discovery of the false claim." Reference to Government Code Section 12651(6) has been deleted because the Parties agree that Section 12651(6) does not apply to this Agreement.

- J. Severability. Should the application of any provision of this 2010 Fast Pass[®] Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

K. Indemnification.

1. The City agrees to indemnify, save harmless and defend BART, its officers, agents, and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of the City, its officers, agents, employees and subcontractors, or any of them, in performing any duties required by this Agreement, unless such claims arise out of the sole negligence of BART, its officers, agents, or employees.
2. BART agrees to indemnify, save harmless and defend the City, its officers, agents and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of BART, its officers, agents, employees and subcontractors, or any of them, in performing any duties required by this Agreement, unless such claims arise out of the sole negligence of the City, its officers, agents, or employees.
3. The foregoing provisions regarding indemnification are included pursuant to the provisions of Section 895.4 of the Government Code, and are intended by the parties to modify and supersede the otherwise applicable provisions of Chapter 21, Part 2, Division 3.6, Title I of the Government Code.

SECTION 9: Effective Date

The effective date of this 2010 Fast Pass[®] Agreement is January 1, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____
Dorothy W. Dugger
General Manager

By: _____
Nathaniel P. Ford Sr.
Executive Director/CEO

SFMTA Board of Directors
Resolution No. _____
Dated: _____

Attest:

Roberta Boomer
Secretary, SFMTA Board

APPROVED AS TO FORM:
Office of the General Counsel
By: _____
Patricia McCoy Smith
Attorney, Office of the General Counsel

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney
By: _____
Robin M. Reitzes
Deputy City Attorney

Board of Supervisors
Resolution No. _____
Dated: _____

Attest:

Clerk of the Board

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets – Transportation Engineering

BRIEF DESCRIPTION:

Requesting the SFMTA Board of Directors to approve various traffic and parking modifications related to the Palace of Fine Arts and Doyle Drive construction, including approving amendments to Transportation Code Sections 501 (Vehicle Weight Restrictions) and 503 (Commercial Passenger Vehicles; Restricted Streets) to temporarily exempt School Pupil Activity Buses from otherwise applicable restrictions on specified street segments in order to enable such buses to have access to and from the Palace of Fine Arts/Exploratorium.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes.
- Taxis are not exempt from any of these regulations.
- Although school buses are exempt from the street restrictions set forth in Transportation Code sections 501 and 503, charter buses used by schools for activities such as field trips are not, and as a result of the Palace of Fine Arts and Doyle Drive construction activities, these buses need to travel on restricted streets in order to access the Palace of Fine Arts.
- Staff recommends that the Transportation Code be amended to temporarily allow such buses to travel on specified restricted street segments.
- The proposed exemptions to the current restrictions would sunset on September 30, 2011, but the Director of Transportation would be authorized to end the exemptions prior to that date if warranted by the circumstances.

ENCLOSURE:

1. SFMTAB Resolution
2. Amendment to Division II of the Transportation Code

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO _____ Jerry Robbins _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

This calendar item seeks the approval of the SFMTA Board of Directors for various traffic and parking modifications related to the Palace of Fine Arts and Doyle Drive construction, including amendments to the Transportation Code to allow School Pupil Activity Buses to use certain restricted street segments during the construction.

GOAL

This action is consistent with the SFMTA 2008-2012 Strategic Plan.

Goal 1: Customer Focus – To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy.

Objective 1.1: Improve safety and security across all modes of transportation.

Goal 2: System Performance – To get customers where they want to go, when they want to be there.

Objective 2.4: Reduce congestion through major corridors.

ITEMS

- A. RESCIND – RIGHT TURN ONLY AND ESTABLISH – RIGHT TURN AND LEFT TURN ONLY (NO THROUGH MOVEMENT) – Northbound Lyon Street at Doyle Drive. **PH 11/12/10 Requested by Recreation and Park Department.**
- B. RESCIND – RIGHT TURN ONLY; ESTABLISH – NO LEFT TURN AND RESCIND – STOP SIGN, PLACE MOVEMENT UNDER SIGNAL CONTROL – Southbound Lyon Street at Doyle Drive. **PH 11/12/10 Requested by Recreation and Park Department.**
- C. RESCIND – RIGHT TURN ONLY – Southbound Lyon Street at Richardson Avenue. **PH 11/12/10 Requested by Recreation and Park Department.**
- D. RESCIND – LEFT TURN OR RIGHT TURN ONLY – Northbound Gorgas Avenue at Richardson Avenue, from east (right) lane of Gorgas Avenue to allow through movement onto northbound Lyon Street. **PH 11/12/10 Requested by Recreation and Park Department.**
- E. EXEMPT - SCHOOL PUPIL ACTIVITY BUSES FROM TRANSPORTATION CODE SECTION 501 (NO VEHICLES OVER 3 TONS) AND TRANSPORTATION CODE SECTION 503 (NO COMMERCIAL VEHICLES WITH NINE OR MORE SEATS) – Lyon Street between Francisco and Lombard streets; Chestnut Street between Lyon Street and Richardson Avenue (Temporary Restriction from January 2011 until items A-D are constructed, estimated to be no later than September 30, 2011). **PH 11/12/10 Requested by Recreation and Park Department.**

DESCRIPTION

This section provides detail about the bus circulation and parking strategies under the jurisdiction of San Francisco Municipal Transportation Agency (SFMTA) proposed for temporary parking for the Palace of Fine Arts (PFA) while the Letterman Army Institute of Research (LAIR) lot is closed.

The following strategies are described in this document:

1. Doyle Drive/Lyon Street/Marina Boulevard intersection improvements to allow northbound Lyon Street to westbound Doyle Drive left turn, and southbound through movement.
2. Gorgas Avenue/Lyon Street/Richardson Avenue intersection improvements to allow southbound through movement from Lyon Street to Gorgas Avenue across Richardson Avenue, southbound left turn onto Richardson Avenue and northbound through movement from Gorgas Avenue to Lyon Street.
3. Temporarily exempt School Pupil Activity Buses as defined in California Vehicle Code Section 546 from weight and commercial vehicle restrictions in Transportation Code Sections 501 and 503 for two blocks of Lyon Street and one block of Chestnut Street until the two above items are constructed.

1. Doyle Drive/Lyon Street/Marina Boulevard (Five Corners) Intersection

The following modifications to the Five Corners intersection are proposed:

Item A: Allow a left turn from northbound Lyon Street onto westbound Doyle Drive; and

Item B: Allow the southbound through movement from Lyon Street/Mason Street to Lyon Street/Palace Drive.

In order for buses to circulate to designated parking areas after dropping off passengers at the Palace of Fine Arts (i.e., Archeological Lab Lot and Lot C/D) while avoiding tour bus and weight restrictions on nearby streets, buses must turn left out of northbound Lyon Street/ Palace Drive onto westbound Doyle Drive. This requires partial removal of a median, signalization of the southbound Lyon Street approach (currently stop-controlled), replacement of a signal pole, replacement of the current flashing yellow traffic signal for the northbound approach with left and right flashing yellow arrows, signage, and pavement markings.

In order for buses to return to Palace Drive to pick up passengers from Lot C/D while avoiding tour bus and weight restrictions, buses must travel southbound from Mason Street/Lyon Street across Doyle Drive/Marina Boulevard to Palace Drive/Lyon Street. This requires the intersection modifications referenced above and moving the eastbound Doyle Drive stop bars at the Doyle Drive/Lyon Street intersection westward approximately 33 feet.

Figure 5 shows the proposed modifications required to accommodate a left turn from northbound Lyon Street/Palace Drive onto westbound Doyle Drive and the southbound through movement across Doyle Drive. Figure 6 shows the bus paths for these movements.

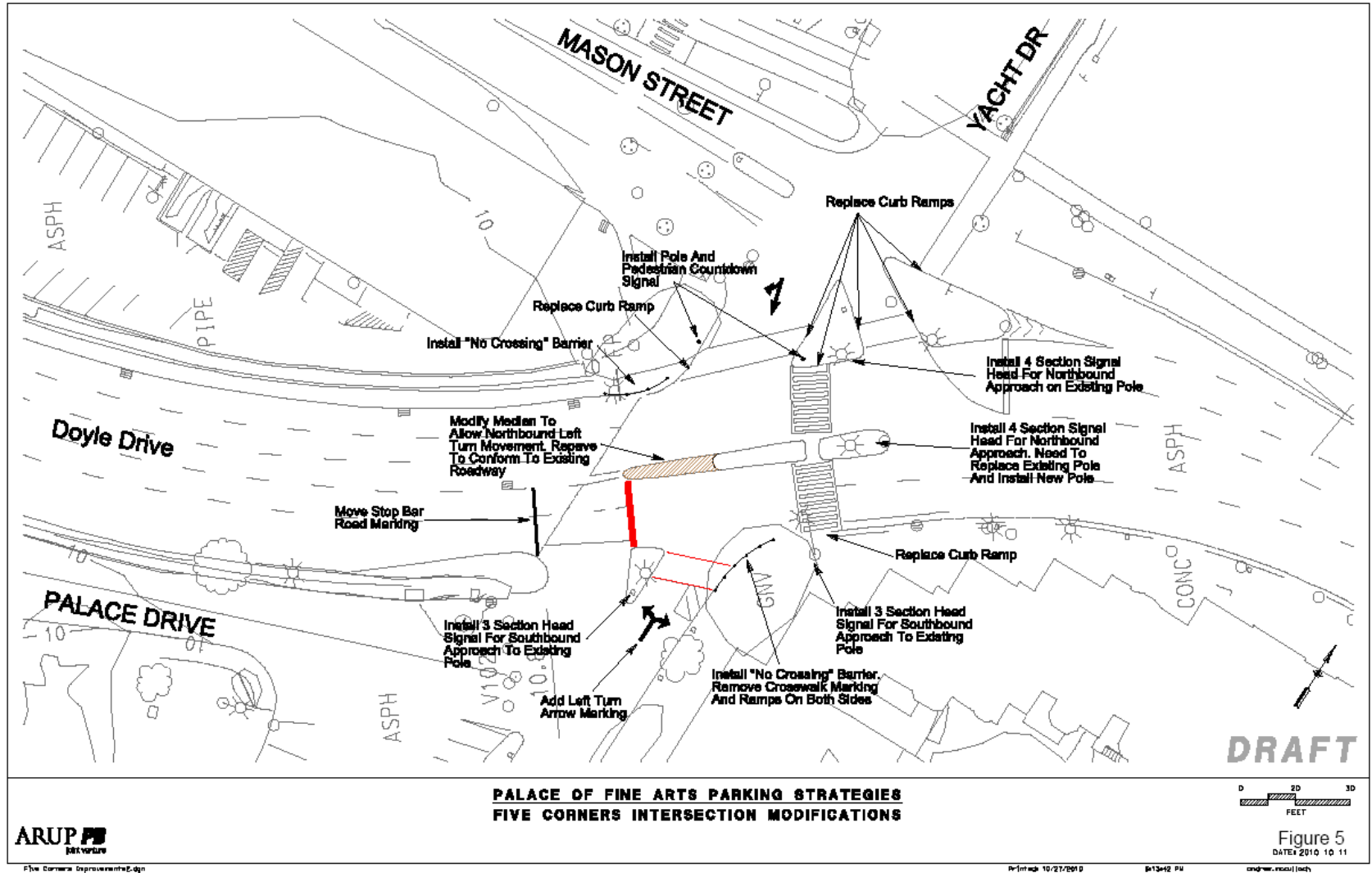


Figure 5: Five Corners Intersection Modifications

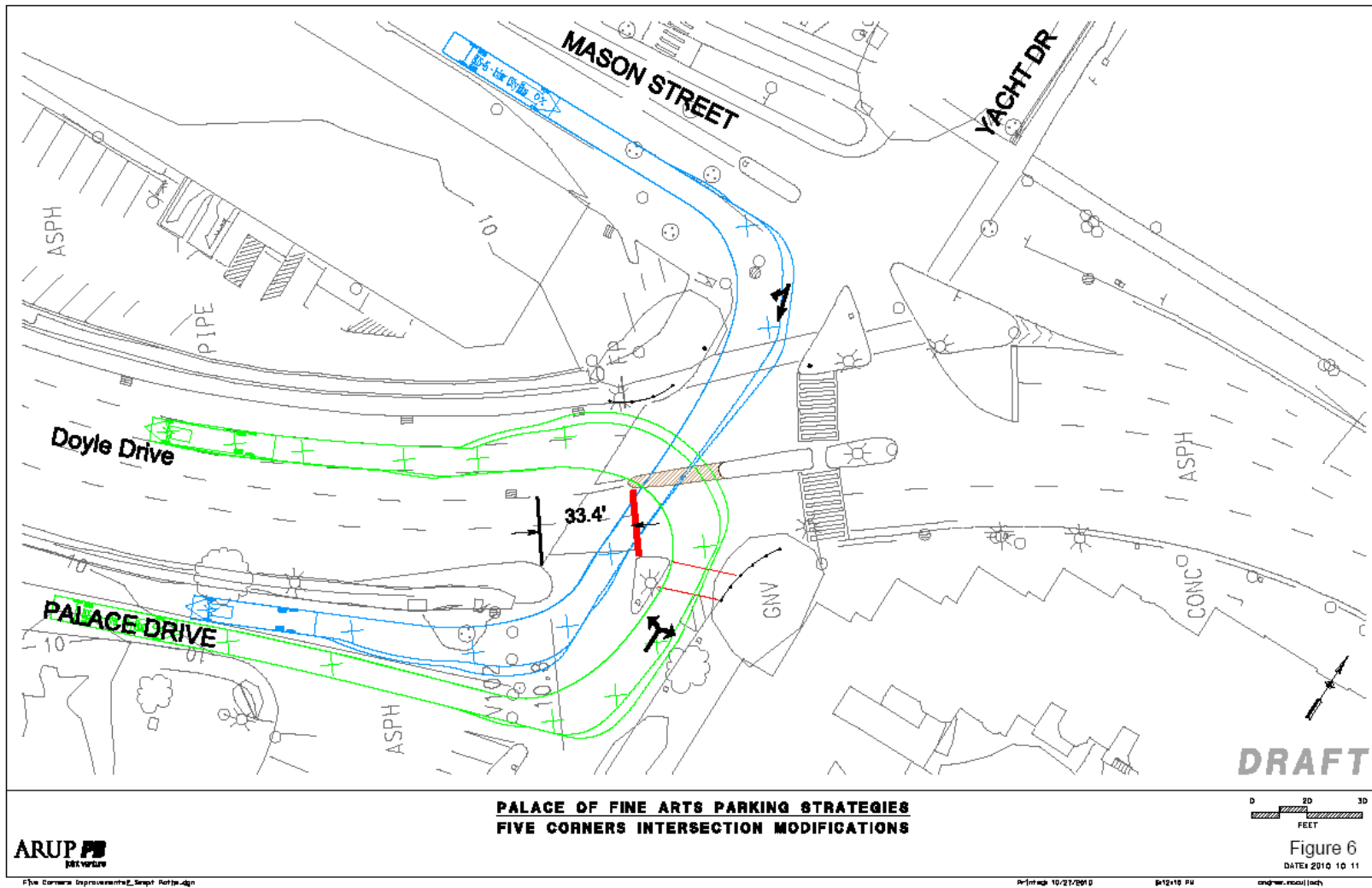


Figure 6: Five Corners Intersection Bus Paths

2. Gorgas Avenue/Lyon Street/Richardson Avenue Intersection

The following modifications to the Gorgas Avenue/Lyon Street/Richardson Avenue intersection are proposed:

Item C: Allow the southbound through movement from Lyon Street to Gorgas Avenue across Richardson Avenue and the southbound left turn movement onto eastbound Richardson Avenue; and

Item D: Allow the northbound through movement from Gorgas Avenue to Lyon Street.

Allowing the through movements across Richardson Avenue from Lyon Street and Gorgas Avenue requires traffic island medians, signage, curb, and pavement marking changes. Figure 7 shows the required modifications. Figure 8 shows the bus paths for these movements.

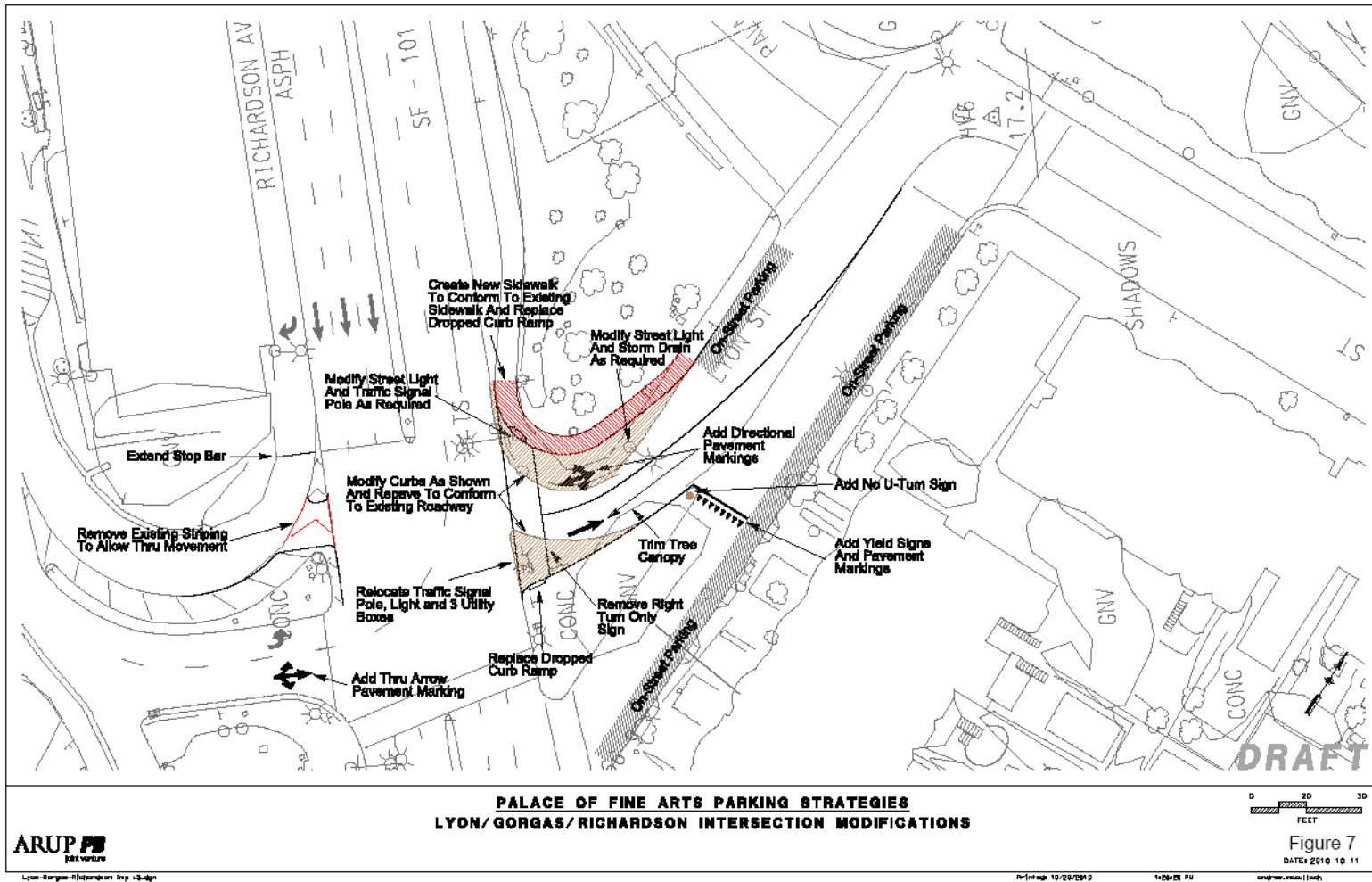


Figure 7: Lyon/Gorgas/Richardson Intersection Modifications

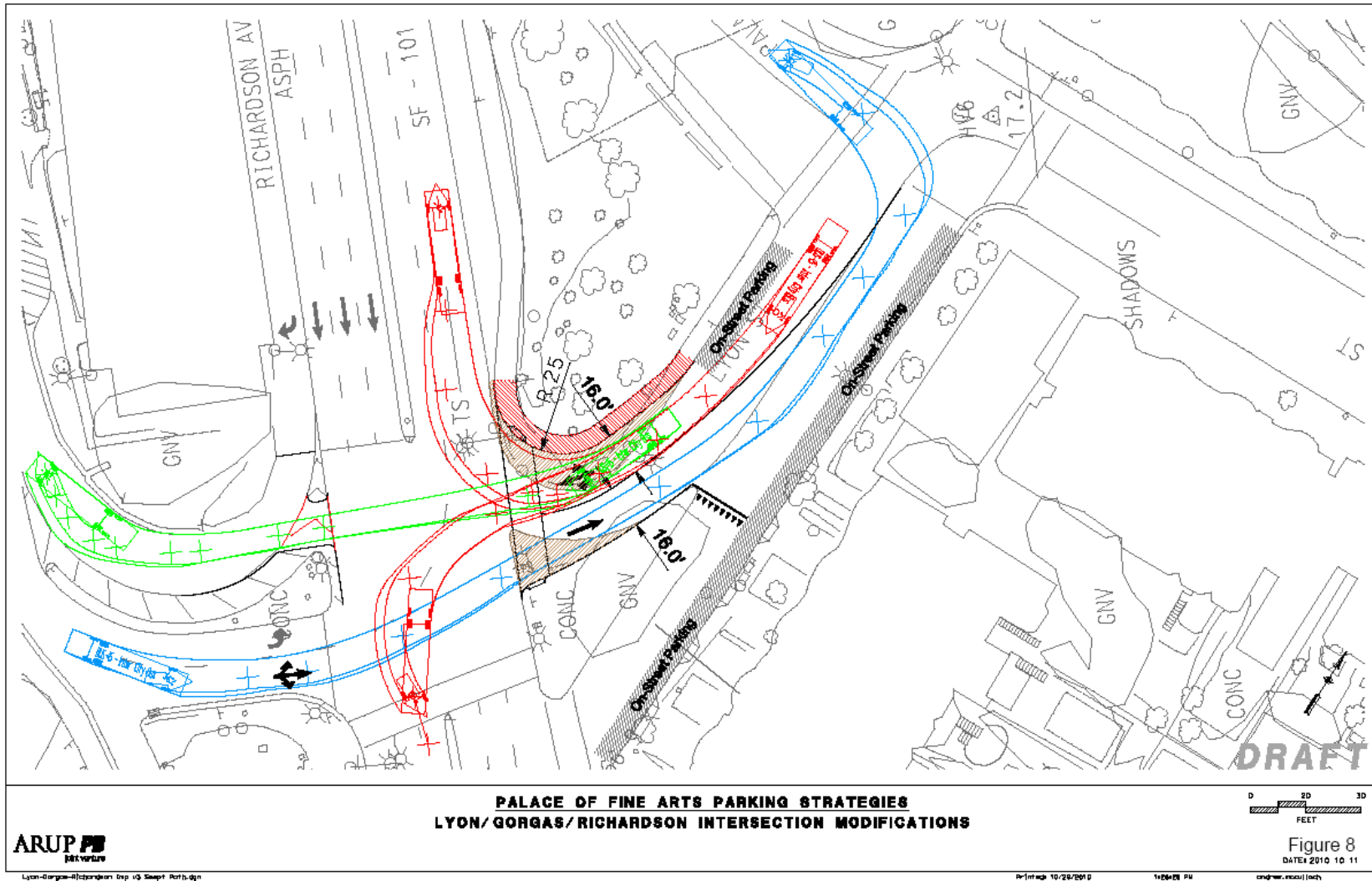


Figure 8: Lyon/Gorgas/Richardson Intersection Bus Paths

3. Temporarily Allow School Pupil Activity Buses

Under Transportation Code sections 501 and 503, school buses are exempt from the generally applicable street restrictions imposed by those sections for vehicles weighing more than three tons or commercial vehicles carrying nine or more passengers. But the California Vehicle Code definition of "school bus" specifically excludes "School Pupil Activity Buses." California Vehicle Code Section 546 defines School Pupil Activity Buses as "...any motor vehicle, other than a schoolbus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between a school and carrier to transport school pupils at or below the 12th-grade level to or from a public or private school activity..." This definition encompasses charter buses used by schools for school activities such as field trips, meaning that unlike school buses, they are subject to the street restrictions in Transportation Code sections 501 and 503.

In order for these buses to efficiently travel between the Palace of Fine Arts/Exploratorium and the Archeological Lab Lot and Lot C/D, which will be the bus parking areas for these buses while the LAIR Lot is closed, they need to travel on three blocks that are currently restricted for vehicles weighing more than three tons and to commercial vehicles with nine or more seats. In order to allow School Pupil Activity Buses to travel between the Palace of Fine Arts/Exploratorium and the temporary parking areas, staff proposes that these vehicles be temporarily exempted from the otherwise applicable restrictions in Transportation Code Sections 501 and 503 along two blocks of Lyon Street and one block of Chestnut Street. Bus travel on restricted blocks will not be necessary once the intersection modifications described in sections 1 and 2 are implemented. Restrictions for these buses will be reinstated once the modifications are implemented. The proposed amendments would sunset the exceptions to these restrictions on September 30, 2011, but would delegate to the Director of Transportation the authority to terminate the exceptions at an earlier date if warranted by the circumstances.

Figure 9 shows the three blocks where school pupil activity buses are proposed to be temporarily permitted. Figures 10 and 11 show the bus circulation routes between the Palace of Fine Arts and the temporary bus parking lots.

The Palace of Fine Arts/Exploratorium generates 20 or fewer bus visits on most days of the year (85 percent of the time). On peak days, up to 40 buses visit the facility. An estimated 75 percent of these buses are schoolbuses, which are already exempt from weight and commercial vehicle restrictions on City streets. The number of School Pupil Activity Buses that visit the facility is thus estimated to range from approximately five to ten buses per day.

ALTERNATIVES CONSIDERED

As part of the Doyle Drive project, the San Francisco County Transportation Agency retained a consultant to evaluate all possible methods of getting tour buses into and out of the Palace of Fine Arts area without access to the LAIR lot. Some of these alternatives involved routing buses along long sections of Marina Boulevard, Baker Street and other neighborhood streets that also have weight and commercial vehicle restrictions. Other alternatives would route buses onto residential streets east of Broderick Street and south of Lombard Street that currently do not have weight and commercial vehicle restrictions in order for buses to return to the Palace of Fine Arts by way of westbound

Richardson Avenue. Figure 12 shows a route which uses Divisadero, Greenwich and Scott streets in order to allow buses traveling from the bus parking lots in the Presidio to the Palace of Fine Arts by way of westbound Richardson Avenue. Curb-to-curb roadway widths on Scott and Greenwich streets are 38 feet, nine inches and the curb-to-curb roadway width of Divisadero Street is 44 feet, six inches. These streets are narrower than Lyon Street, which is 56 feet wide curb-to-curb between Lombard and Francisco streets, and Chestnut Street, which is 48 feet, nine inches wide between Lyon Street and Richardson Avenue. The narrower roadway widths on Greenwich, Scott and Divisadero streets make it more difficult for buses to make right turns at intersections without encroaching into the lane of opposing traffic.

The recommended solution impacts a relatively small number of residential streets; however, this solution is controversial. Neighborhood residents have reviewed a variety of measures to both accommodate tour buses and replace the parking that will be lost by the removal of the LAIR parking lot. Some measures that were proposed in order to replace the lost parking spaces were rejected at the November 12, 2010 public hearing due to neighborhood concerns.

FUNDING IMPACT

The Doyle Drive project has agreed to compensate SFMTA for any costs incurred in implementing the recommended proposals. Therefore, SFMTA would not incur any funding impact.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The California Department of Transportation (Caltrans) will need to approve modifications to the intersections of Doyle Drive/Lyon Street/Marina Boulevard and Gorgas Avenue/Lyon Street/Richardson Avenue such as relocating stop lines, traffic signal poles and pavement markings. The San Francisco Planning Department has reviewed the environmental impacts of these projects and has issued a Categorical Exemption. A copy of this Categorical Exemption is available in the Board Secretary's office.

RECOMMENDATION

That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Executive Director/CEO and the Director of the Sustainable Streets Division approve the recommended changes and approve and adopt the attached amendments to Article 500 of the Transportation Code to establish a temporary exemption for School Pupil Activity Buses from street restrictions on certain street segments.

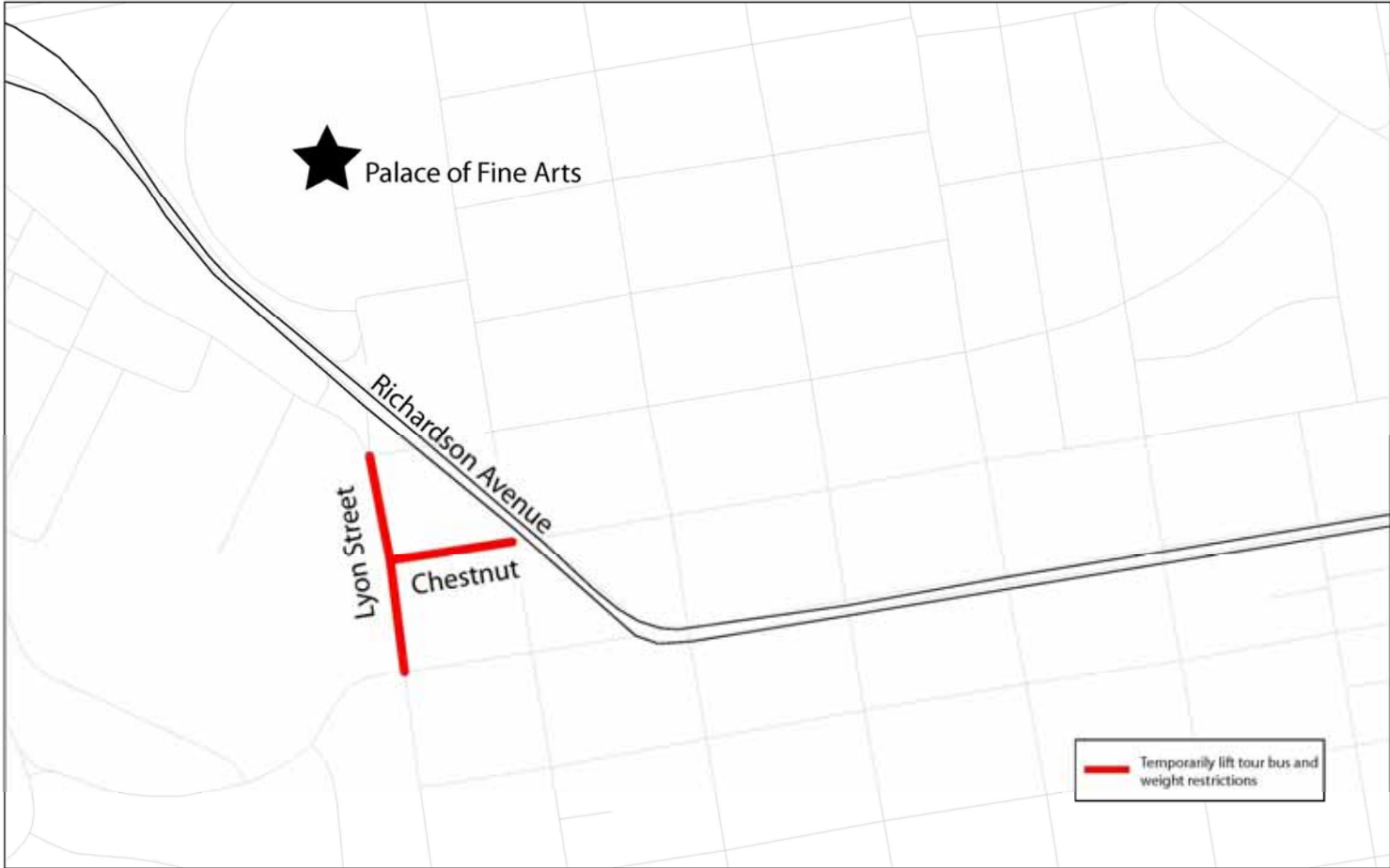


Figure 9: Streets Proposed for Temporary Lifting of Tour Bus and Weight Restrictions

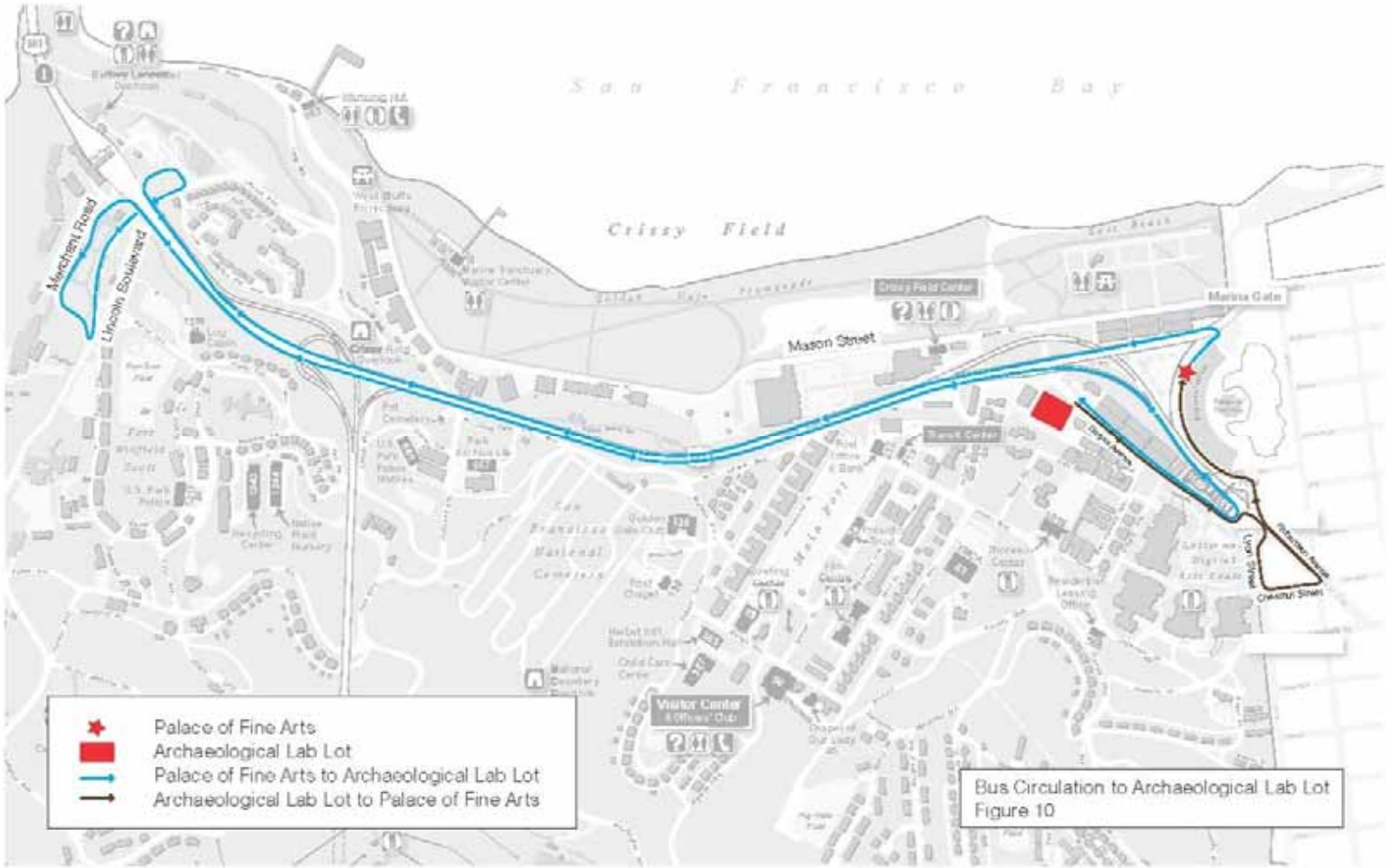


Figure 10: Bus Circulation to Archaeological Lab

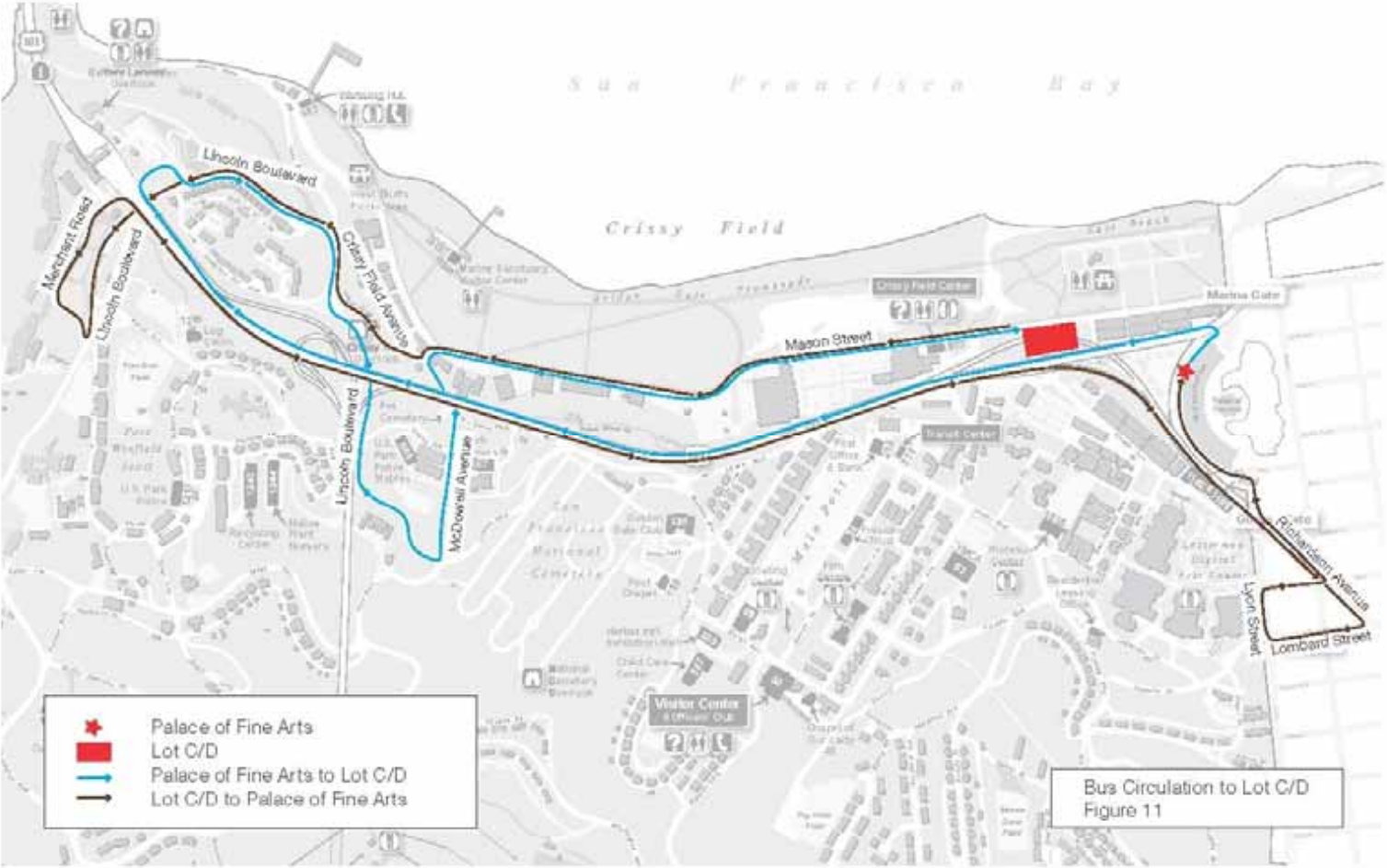


Figure 11: Bus Circulation to Lot C/D

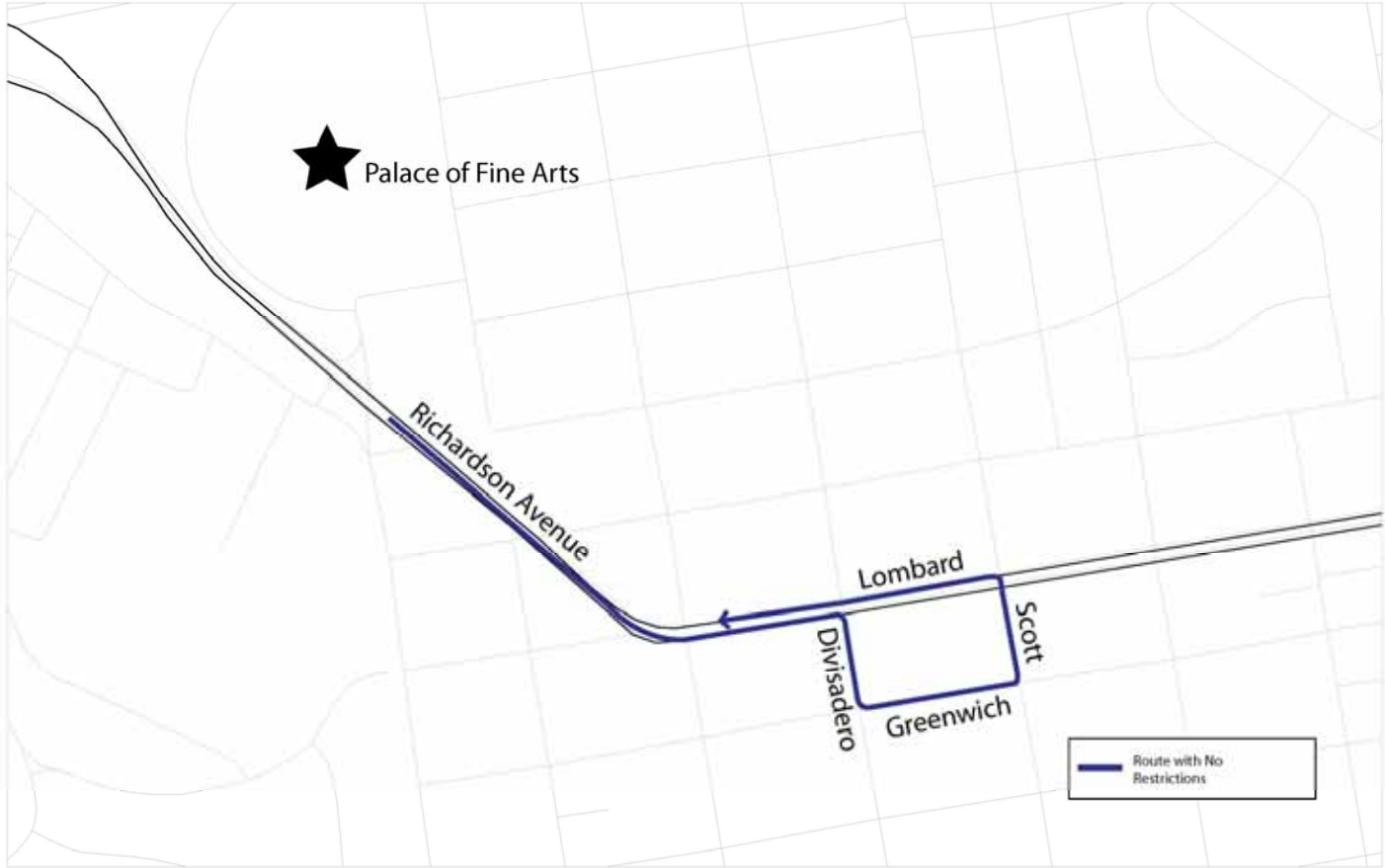


Figure 12: Bus Circulation Using Unrestricted Streets East of Broderick Street

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) has received a request, or identified a need for traffic modifications as follows:

- A. RESCIND – RIGHT TURN ONLY AND ESTABLISH – RIGHT TURN AND LEFT TURN ONLY (NO THROUGH MOVEMENT) – Northbound Lyon Street at Doyle Drive.
- B. RESCIND – RIGHT TURN ONLY; ESTABLISH – NO LEFT TURN AND RESCIND – STOP SIGN, PLACE MOVEMENT UNDER SIGNAL CONTROL – Southbound Lyon Street at Doyle Drive.
- C. RESCIND – RIGHT TURN ONLY – Southbound Lyon Street at Richardson Avenue.
- D. RESCIND – LEFT TURN OR RIGHT TURN ONLY – Northbound Gorgas Avenue at Richardson Avenue, from east (right) lane of Gorgas Avenue to allow through movement onto northbound Lyon Street
- E. EXEMPT- SCHOOL PUPIL ACTIVITY BUSES FROM TRANSPORTATION CODE SECTION 501 (NO VEHICLES OVER 3 TONS) AND TRANSPORTATION CODE SECTION 503 (NO COMMERCIAL VEHICLES WITH NINE OR MORE SEATS) – Lyon Street between Francisco and Lombard Streets; Chestnut Street between Lyon Street and Richardson Avenue (Temporary Restriction from January 2011 until items A-D are constructed, estimated to be no later than September 30, 2011); and

WHEREAS, Establishing a temporary exemption for School Pupil Activity Buses from the otherwise applicable street restrictions contained in Transportation Code Sections 501 and 503 requires that those Sections be amended; and

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors, upon recommendation of the Executive Director/CEO and the Director of the Sustainable Streets Division does hereby approve changes A through D; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors approves and adopts the attached amendments to Article 500 of the Transportation Code, to establish a temporary exemption for School Pupil Activity Buses from street restrictions on certain street segments.

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

_____.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency