

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.2**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Traffic Engineering

**BRIEF DESCRIPTION:** Approving traffic modifications itemized below

**SUMMARY:**

**ENCLOSURES:**

1. MTAB Resolution

**Benefit to the SFMTA 2008 – 2012 Strategic Plan:**

- Goal 1 – Customer Focus
  - 1.1 – Improve safety and security across all modes of transportation
  
- Goal 2 – Customer Focus
  - 2.4 – Reduce congestion through major corridors
  - 2.5 – Manage parking supply to align with SFMTA and community goals

**APPROVALS:**

**DATE**

**DIRECTOR OF DIVISION  
PREPARING ITEM** \_\_\_\_\_

\_\_\_\_\_

**EXECUTIVE DIRECTOR/CEO** \_\_\_\_\_

\_\_\_\_\_

**SECRETARY** \_\_\_\_\_

\_\_\_\_\_

**ASSIGNED MTAB CALENDAR DATE:** \_\_\_\_\_

## ITEMS:

- A. RESCIND - 1-HOUR TIME LIMIT PARKING, 7AM-6PM, MONDAY THROUGH SATURDAY AND ESTABLISH - PARKING METER (2-HOUR TIME LIMIT, 9AM-6PM, MONDAY THROUGH SATURDAY) - 31st Avenue, east side, from Noriega Street to 70 feet southerly and 220 feet northerly; 31st Avenue, west side, from Noriega Street to 69 feet southerly and 55 feet northerly; 32nd Avenue, east side, from Noriega Street to 68 feet southerly and 94 feet northerly; and, 32nd Avenue, west side, from Noriega Street to 69 feet northerly and 73 feet southerly **P.H : 11/30/07 Requested by: DPT**
- B. ESTABLISH - PARKING METER (2-HOUR TIME LIMIT, 9AM-6PM, MONDAY THROUGH SATURDAY) - 33rd Avenue, east side, from Noriega Street to 88 feet southerly and 68 feet northerly **P.H : 11/30/07 Requested by: DPT**
- C. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "H" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) - Melba Avenue, both sides, between Eucalyptus Drive and Ocean Avenue **P.H : 11/30/07 Requested by: Resident**
- D. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING - Charter Oak Avenue, east side, from 135 to 373 feet south of Industrial Street (legislating existing conditions) **P.H : 11/30/07 Requested by: SFMTA**
- E. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "L" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) –Wood Street, both sides, between Geary Boulevard and Lupine Street (unit block) **P.H : 11/30/07 Requested by: Resident**
- F. UNMETERED MOTORCYCLE PARKING - ESTABLISH - 100 block of Bartlett Street, south of the driveway for 1125 Valencia Street (17 feet or 4 motorcycle parking spaces) **P.H : 11/30/07 Requested by: Resident**
- G. RESCIND - MUNI POLE STOPS - 25th Avenue at Anza Street, northbound, southeast corner; 25th Avenue at Anza Street, southbound, northwest corner; 25th Avenue at Cabrillo Street, northbound, southeast corner; and, 25th Avenue at Cabrillo Street, southbound, northwest corner **P.H : 11/30/07 Requested by: SFMTA**
- H. ESTABLISH - MUNI BUS ZONES - 25th Avenue, east side, from Balboa Street to 100 feet southerly (nearside 100-foot bus zone, replaces existing pole stop); and, 25th Avenue, west side, from Balboa Street to 100 feet northerly (nearside 100-foot bus zone, replaces existing pole stop) **P.H : 11/30/07 Requested by: SFMTA**
- I. ESTABLISH - SPEED HUMPS –21st Street, between Noe and Sanchez Streets **P.H : 11/30/07 Requested by: Resident**
- J. ESTABLISH - TRAFFIC ISLAND –Yerba Buena Avenue at Hazelwood and Casitas Avenues **P.H : 11/30/07 Requested by: SFMTA**
- K. ESTABLISH - SPEED HUMPS - Precita Avenue between Shotwell Street and Emmet Court; Precita Avenue between Emmet Court and Coso Avenue; and, Castle Street between Union and Green Street **P.H : 12/14/07 Requested by: Residents**
- L. ESTABLISH - 3-TON VEHICLE WEIGHT RESTRICTION EXCEPT ONE BLOCK ONLY FOR PICKUP OR DELIVERY ONLY - Jersey Street, between Castro and Church Street **P.H : 12/14/07 Requested by: Residents**
- M. ESTABLISH –RED (NO PARKING ANYTIME) ZONES AND ESTABLISH - SIDEWALK BULBS –Folsom Street, west side, from Cesar Chavez Street to 11 feet southerly; Cesar Chavez, south side, from Folsom Street to 16 feet easterly; Folsom Street, east side, from Precita Avenue to 13 feet northerly; Folsom Street, east side, from Precita

Avenue to 16 feet southerly; Cesar Chavez Street, south side, from Harrison Street to 16 feet easterly; and, Harrison Street, east side, from Cesar Chavez Street to 16 feet southerly. **P.H : 12/14/07 Requested by: SFMTA**

- N. ESTABLISH - SIDEWALK BULB - Folsom Street, west side, from Precita Avenue to 15 feet northerly **P.H : 12/14/07 Requested by: SFMTA**
- O. ESTABLISH - BUS SIDEWALK BULB -Cesar Chavez Street, south side, from Harrison Street to 62 feet westerly **P.H : 12/14/07 Requested by: SFMTA**
- P. RESCIND - 10-MINUTE SHORT-TERM PARKING (GREEN ) ZONE, 9 AM - 6 PM, MONDAY THROUGH SATURDAY AND ESTABLISH - SIDEWALK BULB AND ESTABLISH - RED (NO PARKING ANYTIME) ZONES - Folsom Street, west side, from Precita Avenue to 18 feet southerly **P.H : 12/14/07 Requested by: SFMTA**
- Q. RESCIND - SCHOOL BUS LOADING ZONE, 7:30 -4 PM, SCHOOL DAYS AND ESTABLISH - RED (NO PARKING ANYTIME) ZONES AND ESTABLISH - SIDEWALK BULB –Harrison Street, west side, from Cesar Chavez Street to 16 feet southerly **P.H : 12/14/07 Requested by: SFMTA**
- R. INSTALL - SPEED HUMPS –Norfolk Street, between Folsom and Harrison Streets; and, Elizabeth Street, between Sanchez Street and Vicksburg Street. **P.H : 12/14/07 Requested by: Resident and SFMTA**
- S. ESTABLISH -MUNI BUS ZONES –Avenue of the Palms, west side, from the Treasure Island Gate to 78 feet southerly; and, Avenue of the Palms, east side, from the Treasure Island Gate to 77 feet southerly. **P.H: 12/14/07 Requested by: Resident**

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. \_\_\_\_\_

WHEREAS, The Traffic Engineering Division of the Department of Parking and Traffic has received a request, or identified a need for traffic modifications as follows:

- A. RESCIND - 1-HOUR TIME LIMIT PARKING, 7AM-6PM, MONDAY THROUGH SATURDAY AND ESTABLISH - PARKING METER (2-HOUR TIME LIMIT, 9AM-6PM, MONDAY THROUGH SATURDAY) - 31st Avenue, east side, from Noriega Street to 70 feet southerly and 220 feet northerly; 31st Avenue, west side, from Noriega Street to 69 feet southerly and 55 feet northerly; 32nd Avenue, east side, from Noriega Street to 68 feet southerly and 94 feet northerly; and, 32nd Avenue, west side, from Noriega Street to 69 feet northerly and 73 feet southerly
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- D. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING - Charter

- Oak Avenue, east side, from 135 to 373 feet south of Industrial Street (legislating existing conditions)
- E. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "L" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) –Wood Street, both sides, between Geary Boulevard and Lupine Street (unit block)
  - F. UNMETERED MOTORCYCLE PARKING - ESTABLISH - 100 block of Bartlett Street, south of the driveway for 1125 Valencia Street (17 feet or 4 motorcycle parking spaces)
  - G. RESCIND - MUNI POLE STOPS - 25th Avenue at Anza Street, northbound, southeast corner; 25th Avenue at Anza Street, southbound, northwest corner; 25th Avenue at Cabrillo Street, northbound, southeast corner; and, 25th Avenue at Cabrillo Street, southbound, northwest corner
  - H. ESTABLISH - MUNI BUS ZONES - 25th Avenue, east side, from Balboa Street to 100 feet southerly (nearside 100-foot bus zone, replaces existing pole stop); and, 25th Avenue, west side, from Balboa Street to 100 feet northerly (nearside 100-foot bus zone, replaces existing pole stop)
  - I. ESTABLISH - SPEED HUMPS –21st Street, between Noe and Sanchez Streets
  - J. ESTABLISH - TRAFFIC ISLAND –Yerba Buena Avenue at Hazelwood and Casitas Avenues
  - K. ESTABLISH - SPEED HUMPS - Precita Avenue between Shotwell Street and Emmet Court; Precita Avenue between Emmet Court and Coso Avenue; and, Castle Street between Union and Green Street
  - L. ESTABLISH - 3-TON VEHICLE WEIGHT RESTRICTION EXCEPT ONE BLOCK ONLY FOR PICKUP OR DELIVERY ONLY - Jersey Street, between Castro and Church Street
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  - N. ESTABLISH - SIDEWALK BULB - Folsom Street, west side, from Precita Avenue to 15 feet northerly
  - O. ESTABLISH - BUS SIDEWALK BULB -Cesar Chavez Street, south side, from Harrison Street to 62 feet westerly
  - P. RESCIND - 10-MINUTE SHORT-TERM PARKING (GREEN ) ZONE, 9 AM - 6 PM, MONDAY THROUGH SATURDAY AND ESTABLISH - SIDEWALK BULB AND ESTABLISH - RED (NO PARKING ANYTIME) ZONES - Folsom Street, west side, from Precita Avenue to 18 feet southerly
  - Q. RESCIND - SCHOOL BUS LOADING ZONE, 7:30 -4 PM, SCHOOL DAYS AND ESTABLISH - RED (NO PARKING ANYTIME) ZONE AND ESTABLISH - SIDEWALK BULB –Harrison Street, west side, from Cesar Chavez Street to 16 feet southerly
  - R. INSTALL - SPEED HUMPS –Norfolk Street, between Folsom and Harrison Streets; and, Elizabeth Street, between Sanchez Street and Vicksburg Street.
  - S. ESTABLISH -MUNI BUS ZONES –Avenue of the Palms, west side, from the

Treasure Island Gate to 78 feet southerly; and, Avenue of the Palms, east side,  
from the Treasure Island Gate to 77 feet southerly.

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 Municipal Transportation Agency Board of Directors, upon recommendation of the Director of Transportation and the Deputy Director of the Department of Parking and Traffic, does hereby approve the changes as attached.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.3**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Parking and Traffic

**BRIEF DESCRIPTION:** Authorizing the Executive Director of the San Francisco Municipal Transportation Agency (SFMTA) to execute Contract Amendment No. 2 to *SFgo Initial Phase Agreement for Professional Services and Software License* with PB Farradyne, Inc. (the "Assignment Agreement") to assign any and all rights, duties, and obligations of PB Farradyne, Inc. under the contract to Telvent Farradyne Inc.

**SUMMARY:**

- On February 28, 2005, by Resolution No. 05-034, the SFMTA Board approved award of the *SFgo Initial Phase Agreement for Professional Services and Software License* to PB Farradyne, a Division of Parsons, Brinkerhoff, Quade, & Douglas, Inc. (the "Agreement") for a contract amount of \$699,961.
- PB Farradyne, Inc. is responsible for the software integration portion of *SFgo's* Initial Phase, including the installation and configuration of all software necessary to activate all of the infrastructure, equipment, and field devices installed as part of *SFgo's* Initial Phase Construction Contract.
- Telvent Traffic North America, Inc. acquired all of the shares, assets, and contracts relating to PB Farradyne, Inc., and the name of PB Farradyne, Inc. was changed to Telvent Farradyne Inc. as of July 1, 2006.
- This is a request to authorize the Executive Director of the SFMTA to execute Contract Amendment No. 2 to the above-referenced agreement to assign the Agreement to Telvent Farradyne Inc.

**ENCLOSURES:**

1. MTAB Resolution
2. Contract Amendment No. 2 to *SFgo* Initial Phase Agreement

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM \_\_\_\_\_

FINANCE \_\_\_\_\_

EXECUTIVE DIRECTOR/CEO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECRETARY \_\_\_\_\_

ADOPTED RESOLUTION \_\_\_\_\_  
BE RETURNED TO \_\_\_\_\_

ASSIGNED MTAB CALENDAR DATE: \_\_\_\_\_

**EXPLANATION:**

**Background:**

The SFgo Program is a citywide transportation management system that allows SFMTA to control traffic signals from remote command centers, respond to traffic conditions by routing traffic away from congested areas, and assist in maintaining open corridors for emergency responders and public transit. The system will also help SFMTA gather real-time information on current traffic flow and levels of congestion, process and analyze this information, respond to changes in roadway conditions, and disseminate up-to-the-minute information to travelers.

SFgo addresses the following Goals, and Objectives as described in SFMTA's 2008-2012 Strategic Plan:

Goal 2: Customer Focus - To get customers where they want to go, when they want to be there

*Objectives:*

- 2.1 Improve transit reliability to meet 85% on-time performance standard.
- 2.3 Fulfill bicycle and pedestrian network connectivity.
- 2.4 Reduce congestion through major corridors.
- 2.5 Manage parking supply to align with SFMTA and community goals.

Goal 6: Information Technology - To improve service and efficiency, the SFMTA must leverage technology

*Objective:*

- 6.1 Information and technology leadership: identify, develop and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals.

**Software Integration Contract:**

On February 28, 2005, by Resolution No. 05-034, the SFMTA Board approved award of the *SFgo Initial Phase Agreement for Professional Services and Software License* to PB Farradyne, Inc. Under this contract, PB Farradyne, Inc. is responsible for furnishing, installing, and configuring all of the software necessary to activate SFgo's infrastructure (fiber optic network), equipment, and field devices, which were installed as part of SFgo's Initial Phase Construction Contract.

On August 16, 2005, by Resolution No. 05-116, the SFMTA Board approved Contract Amendment No. 1 to the contract to expand the scope of work to include the installation of Center-to-Center hardware and software to allow the SFgo network to communicate with other jurisdictions and agencies outside of the City. This amendment increased the value of the contract by \$349,000, for a total contract amount of \$1,048,961.

**Current Status:**

The SFMTA was notified in writing on June 15, 2006 that Telvent Traffic North America, Inc. **PAGE 3.**

will acquire all of the shares, assets, and contracts relating to PB Farradyne, Inc. as of July 1, 2006. As part of this acquisition, PB Farradyne, Inc. will also be renamed to Telvent Farradyne Inc.

Work under the Agreement has not been completed, and it remains in the City's best interest to allow PB Farradyne, Inc. to complete the scope of work as defined in the original contract and subsequent amendment, under its new name of Telvent Farradyne Inc. The Executive Director/CEO therefore requests authorization from the SFMTA Board to execute the "Assignment Agreement" to transfer the Agreement from PB Farradyne to Telvent Farradyne Inc.

The City Attorney has reviewed this calendar item.

**Recommendation:**

The SFMTA Board is requested to authorize the Executive Director of the SFMTA to execute the Second Amendment to the above-referenced Agreement to reassign any and all rights, duties, and obligations of PB Farradyne, Inc. under the Agreement to Telvent Farradyne Inc.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. \_\_\_\_\_

WHEREAS, On February 28, 2005, by Resolution No. 05-034, the SFMTA Board approved award of the SFgo Initial Phase Agreement for Professional Services and Software License to PB Farradyne, a Division of Parsons, Brinkerhoff, Quade, & Douglas, Inc. (the "Agreement"); and,

WHEREAS, Under the above-referenced contract, PB Farradyne, Inc. is responsible for the software integration portion of SFgo's Initial Phase, including the installation and configuration of all software necessary to activate all of the infrastructure, equipment, and field devices installed as part of SFgo's Initial Phase Construction Contract; and,

WHEREAS, On August 16, 2005, by Resolution No. 05-116, the SFMTA Board approved First Amendment to the Agreement to expand the scope of work and increase the value of the contract by \$349,000, for a total contract amount of \$1,048,961; and,



WHEREAS, Telvent Traffic North America, Inc. acquired all of the shares, assets, and contracts relating to PB Farradyne, Inc., and the name of PB Farradyne, Inc. was changed to Telvent Farradyne Inc. as of July 1, 2006; now, therefore, be it

RESOLVED, The SFMTA Board authorizes the Executive Director/CEO to execute Contract Amendment No. 2 to the SFgo Initial Phase Agreement for Professional Services and Software License with PB Farradyne, Inc. to assign the Agreement from PB Farradyne, Inc. to Telvent Farradyne Inc.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**Second Amendment to the  
Agreement for Professional Services and Software License  
between the  
City and County of San Francisco  
and  
PB Farradyne, a division of Parsons, Brinckerhoff, Quade & Douglas, Inc.**

**Assignment of Contract from PB Farradyne to Telvent Farradyne**

This Second Amendment to the Agreement for Professional Services and Software License between the City and County of San Francisco and PB Farradyne, a division of Parsons, Brinckerhoff, Quade & Douglas, Inc. ("Assignment Agreement"), dated for convenience as January 15, 2008, by and among PB Farradyne, Inc. ("Assignor"), Telvent Faradyne Inc. ("Assignee") and the City and County of San Francisco, by and through its Municipal Transportation Agency ("SFMTA" or "City").

**RECITALS**

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor has been acquired by Assignee, and Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term “Agreement” shall mean the Agreement for Professional Services and Software License between the City and County of San Francisco and PB Farradyne, a division of Parsons, Brinckerhoff, Quade & Douglas, Inc. ("the Agreement"), dated February 28, 2005, between Assignor and City and County of San Francisco, a municipal corporation (“City”). The term “Agreement” shall include the First Amendment to the Agreement, dated August 17, 2005, and this Assignment Agreement, which are set forth in Appendix A attached and incorporated here by reference.

(b) **Effective Date.** This Assignment Agreement shall be effective upon the date of execution by the last signatory party below.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Agreement and all of Assignor’s duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor’s duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

#### 4. **Mutual Indemnities**

(a) **Assignor.** Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys’ fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 2, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of the Agreement or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

(b) **Assignee.** Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys’ fees) arising out of any breach by Assignee of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

7. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability.** Should the application of any provision of this Assignment 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 Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

PB Farradyne, Inc.  
Leslie N. Jacobson  
999 Third Avenue, Suite 2200  
Seattle, WA 98104  
Fax: 206-382-5291

If to Assignee:

Telvent Farradyne Inc.  
Leslie N. Jacobson  
999 Third Avenue, Suite 2200  
Seattle, WA 98104  
Fax: 206-299-3772

If to City:

San Francisco Municipal Transportation Agency  
Cheryl Liu, PE  
1 South Van Ness Avenue, 7<sup>th</sup> floor  
San Francisco, CA 94103-5417  
Fax: 415-701-4737

12. **Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor has entered into this Assignment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Assignment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person unless and until all obligations to City under the Agreement and this Assignment have been paid and satisfied in full. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement. Assignor authorizes City, without notice or demand and

without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

ASSIGNEE

**PB Farradyne, Inc.**  
**Vendor No. 14303**

**Telvent Farradyne Inc.**  
**Vendor No. 74579**

By \_\_\_\_\_

By \_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

**CITY**

Recommended by:

\_\_\_\_\_  
Cheryl Liu  
SFgo Program Manager

\_\_\_\_\_  
Bond M. Yee  
Director of Parking and Traffic

Approved by:

\_\_\_\_\_  
Nathaniel P. Ford  
Executive Director/CEO  
Municipal Transportation Agency  
City and County of San Francisco

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_

Robert K. Stone  
Deputy City Attorney

San Francisco Municipal Transportation Agency  
Board of Directors  
Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary, SFMTA Board of Directors

**APPENDIX A (Included by Reference)**

A.1. Agreement for Professional Services and Software License between the City and County of San Francisco and PB Farradyne, a division of Parsons, Brinckerhoff, Quade & Douglas, Inc. ("the Agreement"), dated February 28, 2005.

A.2 First Amendment to the Agreement, dated August 17, 2005.

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.4**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Parking and Traffic

**BRIEF DESCRIPTION:**

Accepting from the 765 Market Street Center Association the gift of (1) the construction of a traffic signal system at Third and Stevenson Streets; (2) reimbursement to SFMTA of all administrative and other costs to design and inspect construction of the system, estimated at \$75,000, and (3) \$90,000 for the Department of Parking and Traffic to maintain the system for its useful life.

**SUMMARY:**

- On November 6, 2007, the SFMTA Board of Directors passed Resolution No. 07-170 approving the acceptance of a gift of a traffic signal from the 765 Market Street Center Association to be constructed at the intersection of Third and Stevenson Streets.
- Resolution No. 07-170 included a resolved clause urging the Board of Supervisors to approve the acceptance of the gift.
- Under Proposition A, passed in November 2007, the SFMTA now has the exclusive authority over all of its acquisitions, including the power to accept all gifts to the SFMTA.
- Because members of the public may think that there would be an additional opportunity to address this issue before the Board of Supervisors, they may not have attended the SFMTA Board meeting. Therefore, the SFMTA will bring this matter back to the SFMTA Board for final approval so members of the public may have a final opportunity to express their thoughts.

**ENCLOSURES:**

1. MTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE/CFO

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EXECUTIVE DIRECTOR/CEO

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SECRETARY

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ADOPTED RESOLUTION  
BE RETURNED TO

Dan Arellano

**ASSIGNED MTAB CALENDAR DATE:** \_\_\_\_\_

**EXPLANATION:**

On November 6, 2007, the SFMTA Board of Directors passed Resolution No. 07-170, approving the acceptance of a gift of a traffic signal from the 765 Market Street Center Association to be constructed at the intersection of Third and Stevenson Streets. The Resolution of acceptance was to be forwarded to the Board of Supervisors for its approval. However, as a result of the passage of Proposition A, the SFMTA now has the exclusive authority over all of its acquisitions, including the power to accept all gifts to the SFMTA.

Resolution No. 07-170 included a resolved clause that stated “FURTHER RESOLVED, That the SFMTA Board of Directors urges the Board of Supervisors to approve a resolution accepting the above-described gift from the Association.” Because members of the public may have thought that there will be additional opportunities to address this issue before the Board of Supervisors, they may not have attended the SFMTA meeting. Therefore, the SFMTA brings this matter back to the SFMTA Board for final approval so members of the public may have a final opportunity to express their thoughts.

**Existing Environment:** Stevenson Street is a narrow street located between Market and Mission streets in the downtown area and provides access to the Four Seasons Hotel, Jessie Street Garage, as well as other businesses. See Attachment 1. The west leg of Stevenson Street is a two lane, two-way street signed “No Parking” on both sides of the street. The street is approximately 335 feet long and ends at the Four Seasons Hotel. The east leg is a one-way street eastbound (away from the intersection). Third Street is a three-lane street with an additional tow away lane from 3:00 pm to 7:00 pm on the west side. There is a bus-only lane along the east side of the street.

During peak travel hours, traffic is congested at this intersection. The KEEP CLEAR markings at the Third\Stevenson Street intersection are routinely ignored by motorists. The path for vehicles from Stevenson Street to enter the intersection is frequently blocked. There are many pedestrians trying to cross Stevenson Street at the same time that vehicles are trying to enter Third Street.

The 9X, 9AX Bayshore Express, 30–Stockton, 45-Union-Stockton and 81X-Caltrain Express lines travel on Third Street.

**Alternate Egress Paths for Stevenson Street:** There are over 350 parking spaces in the Jessie Street Garage. It is possible to reach Mission Street via the Jessie Street Garage. However, that path involves driving down a steep garage ramp to the entry level (where the garage ingress/egress and ticket booth are on the right), then driving up a steep ramp to reach Mission Street. There is no entrance to the garage from Mission Street.

The garage opens at 6:00 am and closes at 11:00 pm, Monday through Friday. On Saturday and Sunday the hours are 7:00 am to 11:00 pm. When closed, there is no access to Mission from Stevenson. The ramp to Mission Street is “exit only” egress because of traffic concerns.

Senior Engineer Dan Arellano of the SFMTA contacted Ms Amy Neches, project manager for the Jessie Street Garage. Ms. Neches indicated that any additional through traffic would create unsafe conditions for pedestrians. Ms. Neches supports the proposed traffic signal and believes it will improve safety and traffic flow.



**Collisions:** This intersection is one of the top 10 highest injury collision intersections in San Francisco. In 2006, it was identified as the third highest injury collision intersection and was listed as needing signalization to improve safety (July 18, 2006 – San Francisco Collision Report, page 12).

The collision history shows there were 15 reported **injury collisions** at this location from April 1, 2000 to March 31, 2007. Two of the reported collisions involved pedestrians and one involved a bicyclist. Twelve of these injury collisions were right angle “broadside” collisions. Broadside type collisions are deemed correctible and the number of these collisions satisfies Federal and State guidelines for installing traffic signals.

**Traffic Volumes:** Traffic counts taken October 5, 2005 show that the west leg of Stevenson Street carries 2,707 vehicles per day. A manual traffic count of traffic exiting Stevenson Street was made on October 22, 2007 between 3:00 and 4:00 pm. A total of 81 vehicles were counted. These traffic volumes, while moderate, are nearly high enough to justify a traffic signal by themselves, and when coupled with the collision history, they add to the need for the signal.

**Future Signalized Operation:** A traffic signal will provide the openings necessary for Stevenson Street traffic to safely enter or cross Third Street. A signal will also keep vehicles on Stevenson out of the crosswalk areas while pedestrian and bicyclists are crossing Stevenson Street. Stevenson Street will be signed “NO TURN ON RED.”

The traffic signal will only serve Stevenson Street when there is a vehicle present.

In addition, transit priority functions will be incorporated into the design and installation of the traffic signal. The traffic signal will scan the Third Street approach and if a bus or trolley is near the intersection it will hold the signal in green to allow the bus or trolley to clear the intersection before serving Stevenson Street.

The traffic signal will be coordinated with the signals at Market Street and at Mission Street. The short red interval for Third Street will have minimal effect on Third Street traffic. The green interval for Third Street at Stevenson Street will be much longer than the green intervals for Third Street at either Market Street or Mission Street, and therefore Stevenson will not be bottlenecked.

At the October 16 hearing it was noted that there were signal operation problems at nearby intersections. DPT Operations will review the traffic signal timing at adjacent signals including programming changes, if necessary, to improve traffic flow and reduce congestion.

**CEQA:** The traffic signal installation has been reviewed by the SFMTA Planning Section and found to be categorically exempt since it will result in negligible increased street use.

**Funding:** The entire construction costs including inspection costs will be borne by the 765 Market Street Center Association as a gift to the City.

**Maintenance:** The maintenance costs for 30 years will be covered by a lump sum payment of \$90,000 from the 765 Market Street Center Association as a gift to the City.

Staff met with Mr. Irwin Lum, President, Mr. Rafael Cabrera, Executive Vice President, and Mr. Walter L. Scott, Secretary –Treasurer, of Local 250-A, Transport Workers Union. Staff explained that the traffic signal will be designed so that it prioritizes buses and does not impede or delay transit. The Local 250-A officials acknowledged the need to improve safety and were agreeable to the installation of the traffic signal. They requested that the traffic signal operation be adjusted periodically to maintain its transit priority features. They also requested that Muni Operations review the transit schedules in the future and make adjustments if needed. Local 250-A officials expressed support of the traffic signal at the November 6, 2007 SFMTA Board meeting.

**Strategic Goals:** A traffic signal at the intersection of Third and Stevenson streets would advance the SFMTA Goals by:

- Improving the safety and security of all transportation customers and transit operators.
- Protecting bicyclists and pedestrians and regulating vehicular right of way.
- Recognizing transit vehicles and providing a safe and quick passage through the intersection.
- Reducing emissions caused by congestion and unnecessary gridlock
- Utilizing private funds and municipal expertise to solve a neighborhood problem.

**Conclusion:** A traffic signal is warranted based on the collision history at the intersection of Third Street and Stevenson Street. A traffic signal will not have an adverse affect on Muni transit operations. The traffic signal will improve pedestrian safety and provide for the safe and orderly movement of traffic. The 765 Market Street Center Association has offered to construct the signal and provide funds to maintain it for 30 years at no cost to the City.

**Recommendation:** Staff requests that the Municipal Transportation Agency Board of Directors accept the gift from 765 Market Street Center Association, which includes: (1) the construction of a traffic signal system at Third and Stevenson Streets; (2) reimbursement to SFMTA of all administrative and other costs to design and inspect construction of the system, estimated at \$75,000, and (3) \$90,000 for the Department of Parking and Traffic to maintain the system for its useful life.

The City Attorney's Office has reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION No. \_\_\_\_\_

WHEREAS, On October 5, 2005, and on June 28, 2006, Millennium Partners ("Millennium"), the developer of the Four Seasons Hotel and condominium complex in San Francisco, among other properties, sent letters to the Municipal Transportation Agency's ("SFMTA") Department of Parking and Traffic ("DPT") and the Board of Supervisors, respectively, in which Millennium offered to privately fund the design, installation and maintenance of a traffic signal system at the intersection of Third and Stevenson Streets to benefit the residential and commercial interests that are members of the 765 Market Street Center Association (the "Association"); and

WHEREAS, Millennium is a controlling member of the Association, which manages the common areas of the development, including the public ways, and which will be providing the gift to the City; and

WHEREAS, The Operations Section of DPT believes the signal would be helpful to regulate traffic entering Third Street from Stevenson Street without adversely affecting the flow of traffic; and

WHEREAS, On November 18, 2005, the Interdepartmental Staff Committee on Traffic and Transportation ("ISCOTT") reviewed and approved the installation of a traffic signal system at this location; and

WHEREAS, On November 6, 2007, the SFMTA Board of Directors passed Resolution No. 07-170, approving the acceptance of the gift of the traffic signal system from the 765 Market Street Center Association to be constructed at the intersection of Third and Stevenson Streets, which Resolution was to be forwarded to the Board of Supervisors for its approval. However, as a result of the passage of Proposition A, the SFMTA now has the exclusive authority over all of its acquisitions, including the power to accept all gifts to the SFMTA; and

WHEREAS, Since the matter will not be heard by the Board of Supervisors, in order to give the public a full opportunity to address this issue, this matter is being presented again before the SFMTA Board; now, therefore be it

RESOLVED, That the SFMTA Board of Directors accepts from the 765 Market Street Center Association the gift of (1) the construction of a traffic signal system at Third and Stevenson Streets; (2) reimbursement to SFMTA of all administrative and other costs to design and inspect construction of the system, estimated at \$75,000, and (3) \$90,000 for the Department of Parking and Traffic to maintain the system for its useful life, under the terms and conditions set forth in the Agreement negotiated between the parties.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of \_\_\_\_\_.

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Secretary, Municipal Transportation Agency Board



**Table 9  
Injury Collisions at Unsignalized Intersections**

**Intersections with 10 or more collisions resulting in injury, 2001-2005**

<b>Street A</b>	<b>Street B</b>	<b>Injury Collisions</b>	<b>Notes</b>
Sunset Blvd.	Kirkham St.	14	Under review
Blake St.	Geary Blvd.	12	To be signalized (Prop K Sales Tax)
<b>3<sup>rd</sup> St.</b>	<b>Stevenson St.</b>	<b>12</b>	<b>To be signalized (Private Funding)</b>
41 <sup>st</sup> Ave.	Lincoln Way	11	Improved STOP sign visibility (2006)
15 <sup>th</sup> Ave.	Geary Blvd.	11	To be signalized (Prop K Sales Tax)
14 <sup>th</sup> St.	Harrison St.	10	All-way STOP installation (2006)
6 <sup>th</sup> St.	Jessie St.	10	Visibility red zones (2006)
6 <sup>th</sup> St.	Ahern Way	10	Improving (striping changes in 2004)
McAllister St.	Masonic Ave.	10	Added visibility red zone (2003)
Ulloa St.	Sunset Blvd.	10	Under review

Below we highlight how three different types of traffic control changes can, under the proper conditions, significantly improve the safety of specific intersections.

14<sup>th</sup> and Funston Avenues at Geary Boulevard. In 2000 the City implemented a “Right Turn Only” regulation at these two intersections adjacent to Park Presidio Boulevard. The close proximity to a traffic signal made restricting through movements a preferable option to signalization. In the five years prior to the restriction these two locations had a combined injury total of 18 collisions. Between 2001 and 2005, the injury collision total dropped to only 4, a 78 percent drop in incidents.

19<sup>th</sup> Avenue and Geary Boulevard. A new signal was activated on September of 2002 at this commercial intersection. For the three years prior to 2002, 19<sup>th</sup> Avenue and Geary Boulevard had recorded 11 injury collisions, 5 of these pedestrian-related. In the three years after signal activation (2003-2005), the intersection has only reported one injury collision. Installing a traffic signal in this case reduced collisions by 91 percent.

Girard and Silliman Streets. As part of its citywide review of collision hot spots, DPT in 2002 identified this location as a problem intersection and installed an all-way STOP. Between 1999 and 2001 the intersection had reported 9 collisions. For the three-year period after the new STOP signs went in, there has been only one collision reported. The installation of two STOP signs led to a drop in collisions of 89 percent.

**THIS PRINT COVERS CALENDAR ITEM NO. : 11**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** External Affairs Division

**BRIEF DESCRIPTION:**

Presentation of the FY05-FY06 *Transportation Quality Review* results.

**SUMMARY:**

- On a biennial basis, the San Francisco Municipal Transportation Agency (SFMTA) contracts with a nationally recognized firm to conduct an independent review of the quality of its operations.
- The FY05-FY06 *Transportation Quality Review* contains a detailed analysis of the extent to which the SFMTA has met the goals, objectives, and performance standards it is required to adopt under Section 8A.103 and verifies the Agency's reported performance under the performance measures.
- Of the 24 service standards evaluated for the FY05-FY06 period, nine were fully achieved, nine were partially achieved, and six were not achieved.
- Of the 33 service standards changes recommended during FY03-FY04 *Transportation Quality Review*, 25 were fully adopted, four will be reviewed when final Transit Effectiveness Project findings are received, three were not adopted, and one will be adopted in the coming fiscal year.
- SFMTA management and staff have evaluated the independent auditor's recommendations, and are in agreement with all suggested changes. The Agency has implemented, is in the process of implementing, or will soon evaluate the feasibility of implementing the 15 recommendations.

**ENCLOSURES:**

1. Transportation Quality Review
2. SFMTA Response to the Transportation Quality Review

**APPROVALS:**

**DATE**

DEPUTY OF DIVISION  
PREPARING ITEM

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FINANCE DIRECTOR

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EXECUTIVE DIRECTOR

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SECRETARY

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ASSIGNED MTAB CALENDAR DATE: \_\_\_\_\_

## **EXPLANATION:**

In accordance with Charter Section 8A.107, the San Francisco Municipal Transportation Agency (SFMTA) shall biennially contract with a nationally recognized management or transportation consulting firm with offices in the City and County for an independent review of the quality of its operations. This *Transportation Quality Review* contains a detailed analysis of the extent to which the Agency has met the goals, objectives, and performance standards it is required to adopt under Section 8A.103 and independent verification of the Agency's reported performance under the performance measures. Results are presented to the Citizens' Advisory Council, the SFMTA Board, the Board of Supervisors, and the Mayor by the reviewing firm.

The Transportation Quality Review supports a number of SFMTA strategic goals, including:

### GOAL 2 – System Performance

*Objective 2.1* Improve transit reliability to meet 85% on-time performance standard.

### GOAL 4 – Financial Capacity

*Objective 4.2* Ensure efficient and effective use of resources.

### GOAL 5 SFMTA Workforce

*Objective 5.1* Increase resources available for employees in performing their jobs.

*Objective 5.3* Improve internal communication and employee satisfaction.

### GOAL 6 Information Technology

*Objective 6.1* Identify, develop, and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals.

Results are presented in two documents: the *Transportation Quality Review*, which is the complete independent review for FY05 and FY06, and *SFMTA Response to the Transportation Quality Review* which includes the Agency's response to recommendations contained within the main document.

The *Transportation Quality Review* contains 15 recommendations:

#### General Recommendations

- Performance measures should reflect the multimodal nature of the SFMTA
- Improve organization of measures to improve readability
- Set different performance standards for different types of Muni service
- Ensure technological resources are properly maintained and fully utilized
- Focus on improving the performance measures that address customer experience

## **EXPLANATION:**

#### Measure-Specific Recommendations

- A1 Schedule adherence - Utilize automated tools to collect more and better data

- A7 Mean distance between failure - Create standards by mode and improve consistency in collection and reporting
- B1 Passengers carried by mode - Take advantage of technology by developing a plan for APC deployment
- B3 Cost efficiency – Establish goal
- B4 Productivity – Establish goal
- B5 Cost Effectiveness - Establish goal
- A8 Net vacancies by position - Measure the percentage of positions filled by operators available to drive, rather than whether the position is filled
- C5 Security Incidents - Standardize reporting methods
- D1 Grievances - Measure the rate than the number of grievances
- A3 Pass-ups - Eliminate measure

SFMTA management and staff have evaluated the independent auditor’s recommendations, and agree with all suggested changes. The Agency has implemented, is in the process of implementing, or will soon evaluate the feasibility of implementing the 15 recommendations.

**GENERAL RECOMMENDATIONS**

<b>Auditor’s Recommendations</b>	<b>SFMTA Response</b>
<p><b>Performance measures should reflect the multimodal nature of the SFMTA</b> (see p.10 of the <i>Transportation Quality Review</i> for additional detail)</p>	<p>AGREE: Staff will work with internal and external stakeholders in the coming months to develop meaningful measures for all modes managed by the SFMTA, including bicycling, walking, and driving. Proposed measures will be presented to the SFMTA Board in the spring, and approved measures will be incorporated into the Q1 FY09 Report.</p>
<p><b>Improve organization of measures to improve readability</b> (p.10)</p>	<p>AGREE: Recent changes to the Service Standards Report have included improved readability, a broader historical context, and more detailed analysis. Standards are now presented in four categories that are relevant to all SFMTA operations: Operational Efficiency, Financial Stability, Customer Service, and Employee Satisfaction. In addition, a summary of results is presented in a color coded scorecard at the beginning of the report. The Q3 FY08 Report will link all service standards to the Strategic Plan.</p>



Auditor's Recommendations	SFMTA Response
<p><b>Set different performance standards for different types of Muni service</b> (p.13)</p>	<p>AGREE: A review of performance standards by type of service is a component of the Transit Effectiveness Project (TEP) process. We will wait until we have reviewed the TEP recommendations before implementing change in this area.</p>
<p><b>Ensure technological resources are properly maintained and fully utilized</b> (p.13)</p>	<p>AGREE: We recognize the importance of fully utilizing the technological resources at our disposal, and will continue our efforts to ensure TransitSafe, SHOPS, NextMuni, Automatic Passenger Counters are used to their maximum benefit.</p>
<p><b>Focus on improving the performance measures that address customer experience</b> (p.13)</p>	<p>AGREE: System reliability has and will continue to be a high priority. On-time performance, service hours delivered, and peak load factor results are at the forefront of discussions regarding improvement of the customer experience.</p>

**MEASURE-SPECIFIC RECOMMENDATIONS**

Auditor's Recommendations	SFMTA Response
<p><b>1A Schedule adherence</b> (p.14) Utilize automated tools to collect more and better data (FY08: A1)</p>	<p>AGREE: Tools such as NextMuni and Automatic Passenger Counters (APCs) are positioned to provide detailed information regarding on-time performance, and we are eager to transition to automated data collection in this area. However, before transitioning, we must be highly confident in the accuracy of the results. In 2008, we will analyze the accuracy of NextMuni on-time performance statistics. The timeframe for transitioning to automated data collection will depend on the study results (and any changes that may follow).</p>

<b>Auditor's Recommendations</b>	<b>SFMTA Response</b>
<p><b>8A Miles between road calls</b> (p.14) Create standards by mode and improve consistency in collection and reporting (FY08: A7)</p>	<p>AGREE: Goals by mode have been developed and implemented.</p>
<p><b>1B Passengers carried by mode</b> (p.14) Take advantage of technology by developing a plan for APC deployment (FY08: B1)</p>	<p>AGREE: APCs are currently installed on 110 vehicles. Pending approval of funding, APC deployment will be expanded to over 300 vehicles by the end of 2008. A new ridership data collection plan is currently under development.</p>
<p><b>3B Cost efficiency</b> <b>4B Productivity</b> <b>5B Cost effectiveness</b> (p.15) Establish goals for these important indicators (FY08: B3, B4, B5)</p>	<p>AGREE: Proposed goals will be presented to the SFMTA Board in the spring, and approved goals will be incorporated into the Q1 FY09 Report.</p>
<p><b>1C Net vacancies by position</b> (p.15) Measure the percentage of positions filled by operators available to drive, rather than whether the position is filled (FY08: A8)</p>	<p>AGREE: An initial analysis on "driving operators" was presented during a feature on extra board availability in the Q1 FY08 Service Standards Presentation to the SFMTA Board. This will become a regular feature in FY09 Reports.</p>

<b>Auditor's Recommendations</b>	<b>SFMTA Response</b>
<p><b>7D Crime</b> (p.15) Standardize reporting methods (FY08: C5)</p>	<p>AGREE: Service Standards Reports now present crime in new, easy-to-understand categories that are aligned with SFPD, FBI, and National Transit Database/TransitSafe specifications, and include crimes per 100,000 passenger boardings. In 2008, responsible divisions will collaborate to ensure all security incidents are captured in SFMTA reporting, and are used to develop and implement crime reduction strategies.</p>
<p><b>1E Grievances</b> (p.16) Measure the rate than the number of grievances (FY08: D1)</p>	<p>AGREE: The grievance rate will be added to the Service Standards Report in Q1 FY09. Actual # of grievances will continue to be reported.</p>
<p><b>3A Pass-ups</b> (p.16) Eliminate measure (FY08: A3)</p>	<p>AGREE: Pending Board approval, this measure will be eliminated in FY09. Moving forward, we will examine ways use load factor data collected by transit checkers and APCs to highlight route and line capacity concerns.</p>

**CARRYOVER RECOMMENDATIONS FROM FY03-FY04 TRANSPORTATION QUALITY REVIEW**

<b>Service Standard</b>	<b>Auditor's Recommendations</b>	<b>SFMTA Response</b>
<p><b>1A On-Time Performance</b> (including Headway adherence) (FY08: A1)</p>	<p>Consider developing a service classification system that would allow Muni to tailor reliability goals to different service types</p>	<p>We will wait until we have reviewed the TEP recommendations before implementing change in these areas.</p>
<p><b>1B Passengers carried by mode</b> (FY08: B1)</p>	<p>Use transit mode share goals to determine ridership growth goals</p>	

<b>Service Standard</b>	<b>Auditor's Recommendations</b>	<b>SFMTA Response</b>
<b>2B Farebox performance</b> (FY08: B2)	Determine farebox recovery ratio performance goal	
<b>NEW Gross speed</b>	Use readily available miles and hours data to calculate speed by mode. Consider developing a service classification system that would allow Muni to set speed goals for different service types.	