

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 as consent calendar items per the attached resolution.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes

ENCLOSURES:

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: _____

PURPOSE

To approve various routine traffic and parking modifications.

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

GOAL

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. ESTABLISH – BLUE ZONE – “4799” 3rd Street, east side, at parking meter space #4719 (18-foot zone). **PH 11/20/09 Requested by Recreation and Park Department**
- B. ESTABLISH – BLUE ZONE – “1599” Newcomb Avenue, south side, from 0 feet to 18 feet east of the east crosswalk at Mendell Street (18-foot zone). **PH 11/20/09 Requested by Recreation and Park Department**
- C. ESTABLISH – BLUE ZONE – “1699” Steiner Street, west side, from 13 feet to 33 feet south of the crosswalk line (20-foot zone). **PH 11/20/09 Requested by Recreation and Park Department**
- D. ESTABLISH – STOP SIGN – 19th Street at San Bruno Avenue, stopping 19th Street, making this intersection an All-Way STOP. **PH 11/13/09 Requested by Residents**
- E. ESTABLISH – STOP SIGN – Minna Street at 7th Street, stopping Minna Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**
- F. ESTABLISH – STOP SIGN – Russ Street at Howard Street, stopping Russ Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**
- G. ESTABLISH – STOP SIGN – Harriet Street at Howard Street, stopping Harriet Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**
- H. ESTABLISH – STOP SIGN – Moss Street at Folsom Street, stopping Moss Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**
- I. ESTABLISH – STOP SIGN – Russ Street at Folsom Street, stopping Russ Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**
- J. ESTABLISH – STOP SIGN – Harriet Street at Folsom Street, stopping Harriet Street, stopping the stem of this t-intersection. **PH 11/13/09 Requested by SFMTA**

- K. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA “S” EXTENSION, 2-HOUR LIMIT, 8 AM TO 9 PM MONDAY THROUGH FRIDAY – Vicksburg Street, both sides, between 22nd and 23rd Streets. **PH 11/13/09 Requested by Residents**
- L. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA “S” EXTENSION, 2-HOUR LIMIT, 8 AM TO 9 PM MONDAY THROUGH FRIDAY – Hill Street, both sides, between Noe and Castro Streets. **PH 11/13/09 Requested by Residents**
- M. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA “H” EXTENSION, 2-HOUR LIMIT, 8 AM TO 6 PM MONDAY THROUGH FRIDAY – Sloat Boulevard, north side, between Ardenwood Way and West Portal Avenue. **PH 11/13/09 Requested by Residents**
- N. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA “S” AND “Z” BUFFER ZONE EXTENSION, 2-HOUR LIMIT, 8 AM TO 9 PM MONDAY THROUGH FRIDAY – Elizabeth Street, both sides, between Sanchez and Noe Streets (although this street will be established as a buffer zone, residents of this particular block will only be eligible to purchase Area “S” permits). **PH 11/13/09 Requested by Residents**
- O. ESTABLISH – NO U-TURN, 7 AM – 3 PM, SCHOOLDAYS – Eastbound Vicente Street at 24th Avenue. **PH 11/13/09 Requested by Supervisor Chu**
- P. ESTABLISH – NO U-TURN, 7 AM – 3 PM, SCHOOLDAYS – Westbound Vicente Street at 25th Avenue. **PH 11/13/09 Requested by Supervisor Chu**
- Q. ESTABLISH – NO PARKING, VEHICLES MORE THAN 6 FEET HIGH – Lincoln Way, south side, from 28th Avenue to 100 feet westerly. **PH 11/13/09 Requested by Residents**
- R. ESTABLISH – NO PARKING, VEHICLES MORE THAN 6 FEET HIGH – Lincoln Way, south side, from from 29th Avenue to 100 feet easterly. **PH 11/13/09 Requested by Residents**
- S. ESTABLISH – RED ZONE – Lincoln Way, south side, from 28th Avenue to 40 feet westerly. **PH 11/13/09 Requested by Residents**
- T. ESTABLISH – STOP SIGN – 2nd Avenue and Hugo Street, stopping 2nd Avenue, making this intersection an All-Way STOP. **PH 11/13/09 Requested by Residents**
- U. RESCIND – BUS ZONE – Divisadero Street, east side, from Fulton Street to 70 feet southerly (70-foot zone). **PH 11/13/09 Requested by SFMTA**
- V. RESCIND – BUS ZONE – Divisadero Street, west side, from Fulton Street to 80 feet southerly (80-foot zone). **PH 11/13/09 Requested by SFMTA**
- W. RESCIND – BUS ZONE – Divisadero Street, east side, from Ellis Street to 75 feet northerly (75-foot zone). **PH 11/13/09 Requested by SFMTA**
- X. RESCIND – BUS ZONE – Divisadero Street, west side, from Ellis Street to 75 feet northerly (75-foot zone). **PH 11/13/09 Requested by SFMTA**
- Y. RESCIND – BLUE ZONE – 77 Van Ness Avenue, east side, from 26 feet to 49 feet south of Fell Street (23-foot zone). **PH 11/13/09 Requested by Department of Public Works**
- Z. ESTABLISH – BLUE ZONE – 77 Van Ness Avenue, east side, from 45 feet to 73 feet north of Hickory Street (28-foot blue zone, including ramp area). **PH 11/13/09 Requested by Department of Public Works**
- AA. RESCIND – BUS ZONE – Valencia Street, east side, from 16th Street to 77 feet northerly (77-foot zone). **PH 11/13/09 Requested by SFMTA**

- BB. RESCIND – BUS ZONE – Valencia Street, west side, from 16th Street to 70 feet southerly (70-foot zone). **PH 11/13/09 Requested by SFMTA**
- CC. RESCIND – BUS ZONE – Valencia Street, west side, from 17th Street to 72 feet southerly (72-foot zone). **PH 11/13/09 Requested by SFMTA**
- DD. RESCIND – BUS ZONE – Valencia Street, east side, from 18th Street to 88 feet northerly (88-foot zone). **PH 11/13/09 Requested by SFMTA**
- EE. RESCIND – BUS ZONE – Valencia Street, west side, from 18th Street to 75 feet southerly (75-foot zone). **PH 11/13/09 Requested by SFMTA**
- FF. RESCIND – BUS ZONE – Valencia Street, east side, from 19th Street to 63 feet northerly (63-foot zone). **PH 11/13/09 Requested by SFMTA**
- GG. ESTABLISH – RED ZONE – Valencia Street, east side, from 16th Street to 37' southerly (37-foot zone). **PH 11/13/09 Requested by SFMTA**
- HH. ESTABLISH – RED ZONE – Valencia Street, west side, from 16th Street to 37' southerly (37-foot zone). **PH 11/13/09 Requested by SFMTA**
- II. ESTABLISH – RED ZONE – Valencia Street, west side, from 266' north of 17th Street to 314' north of 17th Street (48-foot zone). **PH 11/13/09 Requested by SFMTA**
- JJ. ESTABLISH – RED ZONE – Valencia Street, east side, from 200' north of 17th Street to 248' north of 17th Street (48-foot zone). **PH 11/13/09 Requested by SFMTA**
- KK. ESTABLISH – RED ZONE – Valencia Street, west side, from 17th Street to 11' northerly (11-foot zone). **PH 11/13/09 Requested by SFMTA**
- LL. ESTABLISH – RED ZONE – Valencia Street, east side, from 17th Street to 11' southerly (11-foot zone). **PH 11/13/09 Requested by SFMTA**
- MM. ESTABLISH – RED ZONE – Valencia Street, west side, from 18th Street to 11' northerly (11-foot zone). **PH 11/13/09 Requested by SFMTA**
- NN. ESTABLISH – RED ZONE – Valencia Street, east side, from 18th Street to 11' southerly (11-foot zone). **PH 11/13/09 Requested by SFMTA**
- OO. ESTABLISH – RED ZONE – Valencia Street, west side, from 150' north of 19th Street to 198' north of 19th Street (48-foot zone). **PH 11/13/09 Requested by SFMTA**
- PP. ESTABLISH – RED ZONE – Valencia Street, east side, from 117' north of 19th Street to 165' north of 19th Street (48-foot zone). **PH 11/13/09 Requested by SFMTA**
- QQ. ESTABLISH – PARKING METER AREA NO. 3 (2-HOUR PARKING TIME LIMIT, 9 AM - 6 PM, MONDAY- SATURDAY) – Valencia Street, east side, between 23rd and 24th Streets. **PH 11/13/09 Requested by SFMTA**
- RR. ESTABLISH – STOP SIGN – Foote Avenue and Huron Avenue, stopping Huron Avenue, making this intersection an All-Way STOP. **PH 12/04/09 Requested by Residents**
- SS. ESTABLISH – STOP SIGN – Edna Street and Marston Avenue, stopping Marston Avenue, making this intersection an All-Way STOP. **PH 12/04/09 Requested by SFMTA**
- TT. REVOKE – RED ZONE – Laguna Street, east side, from Sutter Street to 46 feet southerly (46-feet total). **PH 12/04/09 Requested by SFMTA**
- UU. ESTABLISH – TOW-AWAY, NO STOPPING ANYTIME – Laguna Street, east side, from Sutter Street to 46 feet southerly (46-feet total). **PH 12/04/09 Requested by SFMTA**

- VV. ESTABLISH – NO PARKING ANYTIME – Gold Mine Drive, north side, from Diamond Heights Boulevard to 140 feet westerly (140 feet total). **PH 12/04/09 Requested by Residents**
- WW. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Taylor Street, east side, from the crosswalk at Columbus Avenue to 13 feet southerly (to accommodate three motorcycle parking spaces). **PH 12/04/09 Requested by Business**
- XX. RESCIND – NO PARKING, 7 AM TO 6 PM, EXCEPT SUNDAYS – Plymouth Avenue, west side, from Ocean Avenue to 104 feet northerly (104 feet total). **PH 12/04/09 Requested by Residents**
- YY. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Plymouth Avenue, west side, from Ocean Avenue to 104 feet northerly (104 feet total). **PH 12/04/09 Requested by Residents**
- ZZ. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Clementina Street, south side, from 8th Street to 57 feet easterly (establishes 19 motorcycle parking spaces exempt from residential permit parking time limits). **PH 12/04/09 Requested by Business**
- AAA. RESCIND – RESIDENTIAL PERMIT PARKING AREA “U”, 1-HOUR LIMIT, 8 AM TO 10 PM DAILY – Clementina Street, south side, from 8th Street to 57 feet easterly (establishes 19 motorcycle parking spaces exempt from residential permit parking time limits). **PH 12/04/09 Requested by Business**
- BBB. RESCIND – ONE-HOUR TIME LIMIT, 9 AM TO 6 PM, EXCEPT SUNDAY – Capp Street, east side, from 17th Street to 80 feet northerly (removes the 1-hour time limit for parking within the motorcycle parking spaces). **PH 12/04/09 Requested by Business**
- CCC. RESCIND – RED ZONE – Omar Way, south side, from 201 feet to 225 feet west of Sequoia Way (24-foot zone). **PH 12/04/09 Requested by SFMTA**
- DDD. ESTABLISH – BLUE ZONE – Omar Way, south side, from 201 feet to 225 feet west of Sequoia Way (24-foot zone). **PH 12/04/09 Requested by SFMTA**
- EEE. ESTABLISH – PARKING METER AREA 3, 2-HOUR TIME LIMIT, 9 AM TO 6 PM, EXCEPT SUNDAYS – Balboa Street, both sides, between 3rd and 7th Avenues. **PH 12/04/09 Requested by Businesses**
- FFF. ESTABLISH – RED ZONE – Russ Street, east side, from Howard Street to 22 feet southerly (22-foot zone). **PH 12/04/09 Requested by SFMTA**
- GGG. ESTABLISH – RED ZONE – Natoma Street, south side, from 283 feet east of 7th Street to 30 feet southerly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- HHH. ESTABLISH – RED ZONE – Natoma Street, north side, from 318 feet east of 7th Street to 30 feet easterly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- III. ESTABLISH – RED ZONE – Natoma Street, south side, from 123 feet east of Russ Street to 30 feet easterly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- JJJ. ESTABLISH – RED ZONE – Natoma Street, north side, from 158 feet east of Russ Street to 30 feet easterly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- KKK. ESTABLISH – RED ZONE – Minna Street, north side, from 147 feet east of Russ Street to 30 feet easterly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- LLL. ESTABLISH – RED ZONE – Minna Street, south side, from 201 feet east of Russ Street to 30 feet easterly (30-foot zone). **PH 12/04/09 Requested by SFMTA**

- MMM. ESTABLISH – RED ZONE – Moss Street, west side, from 275 feet south of Howard Street to 30 feet southerly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- NNN. ESTABLISH – RED ZONE – Moss Street, east side, from 325 feet south of Howard Street to 30 feet southerly (30-foot zone). **PH 12/04/09 Requested by SFMTA**
- OOO. ESTABLISH – PERPENDICULAR PARKING – Russ Street, east side, from Folsom Street to 116 feet northerly. **PH 12/04/09 Requested by SFMTA**
- PPP. ESTABLISH – PERPENDICULAR PARKING – Russ Street, east side, from 22 feet east of Howard Street to 69 feet southerly. **PH 12/04/09 Requested by SFMTA**
- QQQ. RESCIND – PERPENDICULAR PARKING – Russ Street, west side, from Howard Street to 126 feet southerly. **PH 12/04/09 Requested by SFMTA**
- RRR. RESCIND – PERPENDICULAR PARKING – Russ Street, west side, from Folsom Street to 151 feet northerly. **PH 12/04/09 Requested by SFMTA**
- SSS. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, south side, from 313 feet east of 7th Street to Russ Street. **PH 12/04/09 Requested by SFMTA**
- TTT. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, south side, from 153 feet east of Russ Street to 6th Street. **PH 12/04/09 Requested by SFMTA**
- UUU. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Minna Street, south side, Minna Street, north side, from 661 feet east of 7th Street to 6th Street. **PH 12/04/09 Requested by SFMTA**
- VVV. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Moss Street, east side, from Howard Street to 325 feet southerly. **PH 12/04/09 Requested by SFMTA**
- WWW. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, north side, from 348 feet east of 7th Street to Russ Street. **PH 12/04/09 Requested by SFMTA**
- XXX. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, north side, from 188 feet east of Russ Street to 6th Street. **PH 12/04/09 Requested by SFMTA**
- YYY. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Minna Street, south side, from 607 feet east of 7th Street to 6th Street. **PH 12/04/09 Requested by SFMTA**
- ZZZ. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Moss Street, west side, from Howard Street to 275 feet southerly. **PH 12/04/09 Requested by SFMTA**
- AAAA. ESTABLISH – RAISED CROSSWALK – Northeast leg of the 7th and Minna Streets intersection (crossing Minna Street). **PH 12/04/09 Requested by SFMTA**
- BBBB. ESTABLISH – RAISED CROSSWALK – Southwest leg of the 6th and Minna Streets intersection (crossing Minna Street). **PH 12/04/09 Requested by SFMTA**
- CCCC. ESTABLISH – RAISED CROSSWALK – Northwest leg of the Folsom and Harriet Streets intersection (crossing Harriet Street). **PH 12/04/09 Requested by SFMTA**
- DDDD. ESTABLISH – RAISED CROSSWALK – Northeast leg of the 7th and Natoma Streets intersection (crossing Natoma Street). **PH 12/04/09 Requested by SFMTA**
- EEEE. ESTABLISH – RAISED CROSSWALK – Intersection of Russ and Minna Streets. **PH 12/04/09 Requested by SFMTA**
- FFFF. ESTABLISH – STREET CLOSURE – Russ Street, from Minna Street to 76 feet southerly (to create space for a plaza, but allow emergency vehicle access). **PH 12/04/09 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. ESTABLISH – BLUE ZONE – “4799” 3rd Street, east side, at parking meter space #4719 (18-foot zone).
- B. ESTABLISH – BLUE ZONE – “1599” Newcomb Avenue, south side, from 0 feet to 18 feet east of the east crosswalk at Mendell Street (18-foot zone).
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- E. ESTABLISH – STOP SIGN – Minna Street at 7th Street, stopping Minna Street, stopping the stem of this t-intersection.
- F. ESTABLISH – STOP SIGN – Russ Street at Howard Street, stopping Russ Street, stopping the stem of this t-intersection.
- G. ESTABLISH – STOP SIGN – Harriet Street at Howard Street, stopping Harriet Street, stopping the stem of this t-intersection.
- H. ESTABLISH – STOP SIGN – Moss Street at Folsom Street, stopping Moss Street, stopping the stem of this t-intersection.
- I. ESTABLISH – STOP SIGN – Russ Street at Folsom Street, stopping Russ Street, stopping the stem of this t-intersection.
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- U. RESCIND – BUS ZONE – Divisadero Street, east side, from Fulton Street to 70 feet southerly (70-foot zone).
- V. RESCIND – BUS ZONE – Divisadero Street, west side, from Fulton Street to 80 feet southerly (80-foot zone).
- W. RESCIND – BUS ZONE – Divisadero Street, east side, from Ellis Street to 75 feet northerly (75-foot zone).
- X. RESCIND – BUS ZONE – Divisadero Street, west side, from Ellis Street to 75 feet northerly (75-foot zone).
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- RRR. RESCIND – PERPENDICULAR PARKING – Russ Street, west side, from Folsom Street to 151 feet northerly.
- SSS. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, south side, from 313 feet east of 7th Street to Russ Street.
- TTT. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, south side, from 153 feet east of Russ Street to 6th Street.
- UUU. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Minna Street, south side, Minna Street, north side, from 661 feet east of 7th Street to 6th Street.
- VVV. ESTABLISH – TOW-AWAY, NO PARKING ANYTIME – Moss Street, east side, from Howard Street to 325 feet southerly.
- WWW. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, north side, from 348 feet east of 7th Street to Russ Street.
- XXX. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Natoma Street, north side, from 188 feet east of Russ Street to 6th Street.
- YYY. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Minna Street, south side, from 607 feet east of 7th Street to 6th Street.
- ZZZ. RESCIND – TOW-AWAY, NO PARKING ANYTIME – Moss Street, west side, from Howard Street to 275 feet southerly.
- AAAA. ESTABLISH – RAISED CROSSWALK – Northeast leg of the 7th and Minna Streets intersection (crossing Minna Street).
- BBBB. ESTABLISH – RAISED CROSSWALK – Southwest leg of the 6th and Minna Streets intersection (crossing Minna Street).
- CCCC. ESTABLISH – RAISED CROSSWALK – Northwest leg of the Folsom and Harriet Streets intersection (crossing Harriet Street).

- DDDD. ESTABLISH – RAISED CROSSWALK – Northeast leg of the 7th and Natoma Streets intersection (crossing Natoma Street).
- EEEE. ESTABLISH – RAISED CROSSWALK – Intersection of Russ and Minna Streets.
- FFFF. ESTABLISH – STREET CLOSURE – Russ Street, from Minna Street to 76 feet southerly (to create space for a plaza, but allow emergency vehicle access).

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 Transportation Engineering, 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 & Information Technology

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO or his designee, to provide a 10% local match (amounting to \$51,670) using Proposition K funds and/or Transportation Development Act funds for a proposed FY2010/11 Bicycle Transportation Act grant-funded project totaling \$516,700.

SUMMARY:

- The Bicycle Transportation Account (BTA) is managed by Caltrans and annually awards funds (\$7.2 million for FY 2010/11) competitively to local agencies for projects that improve safety and convenience for bicycle commuters.
- The SFMTA recently applied for \$466,700 in FY 2010/11 BTA grant funds to install bicycle lanes with accompanying signage and pavement markings and construction of a bicycle traffic signal. The total cost of the proposed project is \$516,700.
- As part of the application process, Caltrans requires the SFMTA to provide a resolution from this Board that commits local matching funds of at least 10% of the proposed project cost (\$51,670).

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Leda Young, 1 South Van Ness Avenue, 8th Floor

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

To obtain a resolution of commitment from the SFMTA Board to provide at least 10% in local matching funds for a Bicycle Transportation Account (BTA) grant from Caltrans for a project totaling \$516,700 to install bicycle lanes with accompanying signage and pavement markings and construction of a bicycle traffic signal.

GOAL

The SFMTA will further the following goals of the Strategic Plan through acceptance of these funds:

- Goal 1: Customer Focus: To provide safe, accessible, reliable, clean and environmentally sustainable service.

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

Objective 1.5 - Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare).

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

Objective 2.3 - Fulfill bicycle and pedestrian network connectivity.

DESCRIPTION

On December 1, 2009, SFMTA staff submitted a request for FY2010/2011 of \$466,000 in BTA grant funds to Caltrans for the design and construction of Class II and Class III bikeways, installation of signage and pavement markings along bikeways, and design and construction of a bicycle traffic signal. The total cost of the proposed project is \$516,700. As part of the application, Caltrans requires that the SFMTA provide a commitment from its Board to provide at least 10% of the project cost in local matching funds. Staff is requesting that the SFMTA Board adopt this resolution that commits the SFMTA to provide a 10% local match using Proposition K funds and/or Transportation Development Act funds (amounting to \$51,670) for the requested BTA funds.

ALTERNATIVES CONSIDERED

Not applicable.

PAGE 3.

FUNDING IMPACT

The 10% local match of \$51,670 will be provided by Proposition K funds and/or Transportation Development Act funds, as follows:

- Proposition K funds managed by the San Francisco County Transportation Agency. Under the Proposition K Five Year Prioritization Plan category, “Bicycle Circulation and Safety,” there are sufficient funds programmed to be utilized as local match for the BTA grant.
- Transportation Development Act funds. These are annual Article 3.0 funds distributed by the Metropolitan Transportation Commission that are dedicated to bicycle and pedestrian projects.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Construction of the bicycle improvements will not occur until the San Francisco Superior Court lifts the injunction prohibiting implementation of the City’s Bicycle Plan to permit construction of the project.

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

RECOMMENDATION

Staff is requesting that the SFMTA Board approve the attached resolution that commits the SFMTA to provide a 10% local match (amounting to \$51,670) using Proposition K funds and/or Transportation Development Act funds for a proposed BTA grant-funded project totaling \$516,700.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is responsible for the City and County of San Francisco's public bicycling facilities; and,

WHEREAS, The SFMTA recently applied to the California Department of Transportation (Caltrans) for \$466,000 in Fiscal Year 2010-11 State Bicycle Transportation Account (BTA) grant funds for a project totaling \$516,700 to install bicycle lanes with accompanying signage and pavement markings and construct a bicycle traffic signal; and,

WHEREAS, Caltrans requires a resolution from the Board committing the SFMTA to provide local matching funds of at least 10% of the project cost as part of the application process; and

WHEREAS, Local matching funds amounting to 10% of the total project cost (\$51,670) are programmed from Proposition K Sales Tax funds and/or Transportation Development Act funds; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to provide a 10% local match (amounting to \$51,670) using Proposition K funds and/or Transportation Development Act funds for a proposed FY2010/11 Bicycle Transportation Act grant-funded project totaling \$516,700.

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

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

Establishing a meeting schedule for the SFMTA Board of Directors/Parking Authority Commission for 2010.

SUMMARY:

- The SFMTA Board has established regular meeting dates on the first and third Tuesday of every month.
- Traditionally, certain meetings have been cancelled during the year.
- The SFMTA Policy and Governance Committee has reviewed the schedule for 2010 and has recommended that the meetings of March 16, July 20, August 17, October 5 and December 21 not be held.
- Should additional meetings need to be scheduled, Article 4, Section 2 of the SFMTA Board's Rules of Order state that special meetings may be called at any time by the chairman or by a majority of members.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

FINANCE N/A

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Roberta Boomer

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to establish a meeting schedule for the SFMTA Board of Directors and Parking Authority Commission for 2010.

GOAL

Approval of the proposed resolution will support the following SFMTA Strategic Plan goals:

Goal 4: Financial Capacity - To ensure financial stability and effective resource utilization.

4.2: Ensure efficient and effective use of resources.

DESCRIPTION

Pursuant to the SFMTA Board of Directors Rules of Order, the Board has established regular meeting dates on the first and third Tuesday of every month.

Traditionally, certain meetings have been cancelled during the year. The SFMTA Policy and Governance Committee has reviewed the schedule for 2010 and has recommended that the meetings of March 16, July 20, August 17, October 5 and December 21 not be held. The committee has also recommended holding certain dates should there be a need to schedule a special meeting.

Should additional meetings need to be scheduled, Article 4, Section 2 of the SFMTA Board's Rules of Order state that special meetings may be called at any time by the chairman or by a majority of members.

Establishing a meeting schedule will also allow staff to manage their work flow in a more time and cost effective manner and will help to ensure smooth delivery of projects.

The meeting schedule will be posted on-line at www.sfmta.com

The proposed schedule of meetings for 2010 is:

Meeting Date	Notes
January 5	
January 19	
February 2	
February 16	
March 2	
March 16	No meeting
March 23 or 30	Hold for possible special meeting
April 6	
April 20	
April 30	Hold for possible special meeting
May 4	
May 18	
June 1	
June 15	
June 29	Hold for possible special meeting
July 6	
July 20	No meeting
August 3	
August 17	No meeting
September 7	
September 21	
October 5	No meeting
October 19	
November 2	
November 16	
December 7	
December 21	No meeting

ALTERNATIVES CONSIDERED

None.

FUNDING IMPACT

This item has no funding impact to the Agency.

PAGE 4.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The 2010 meeting schedule was reviewed by the SFMTA Policy and Governance Committee.

RECOMMENDATION

Approve the 2010 schedule for SFMTA Board meetings.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Pursuant to the SFMTA Board of Directors Rules of Order, the SFMTA Board of Directors/Parking Authority Commission hold regular meetings on the first and third Tuesdays of every month; and,

WHEREAS, The SFMTA Policy and Governance Committee has reviewed the 2010 meeting schedule and has recommended changes to the meeting schedule; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors/Parking Authority Commission establishes a meeting schedule for 2010.

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

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving an inter-agency transfer discount agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the Golden Gate Bridge, Highway, and Transportation District (GGBHTD) effective March 1, 2010 through February 28, 2015.

SUMMARY:

- The SFMTA is committed to updating and equalizing all existing inter-agency transfer agreements for passengers transferring to Muni from other Bay Area transit agencies.
- GGBHTD and the SFMTA desire to facilitate the transfer of passengers between systems, thereby improving the quality of transit service and encouraging transit use.
- In 1991, GGBHTD and SFMTA entered into a transfer agreement intended to facilitate the transfer of passengers and encourage transit use which included a \$5.00 monthly discount off monthly Muni service for GGBHTD ferry and transit riders or a free round trip Muni ticket provided to ferry riders for travel to and from the San Francisco Ferry Building (\$4.00 daily value). The discount is absorbed by the SFMTA.
- The SFMTA and the District support the implementation of a new transfer discount to be implemented through TransLink® that is equitable for all modes and reciprocal for SFMTA transfer passengers.
- Effective March 1, 2010 or 30 days after the approval of this Agreement, whichever is later, SFMTA will eliminate the monthly discount sticker and free round-trip transfer ticket available to GGBHTD passengers and will provide instead a fifty cent discount through TransLink® for adult fare transfer passengers (excluding Muni cable cars and special event service) and in a reciprocal manner, GGBHTD will provide a fifty cent discount to Muni transfer passengers.

ENCLOSURES:

1. SFMTAB Resolution
2. Transfer Agreement

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION BE RETURNED TO Diana Hammons 701.4610

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2

PURPOSE

Authorizing the Executive Director/CEO (or his designee) to enter into an agreement with the GGBHTD to replace the existing transfer discount agreement and to provide a discount for customers transferring between the respective transit agencies and to transition these customers to TransLink® beginning March 1, 2010.

GOALS

The authorization of this 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.
- Objective 1.4 – Improve accessibility across transit services.
Objective 1.5 – Increase percentage of trips using more sustainable mode (such as transit, walking, bicycling, rideshare).
- Goal 3:** External Affairs/Community Relations: To improve the customer experience, community value, and enhance the image of the SFMTA, as well as ensure SFMTA is a leader in the industry.
- Objective 3.4 – Enhance proactive participation and cooperatively strive for improved regional transportation.
- Goal 4:** Financial Capacity: To ensure financial stability and effective resource utilization.
- Objective 4.2 – Ensure the effective use of resources.

DESCRIPTION

Background:

In 1991, GGBHTD and SFMTA entered into a transfer agreement intended to facilitate the transfer of passengers and encourage transit use which included a \$5.00 monthly discount off monthly Muni service for GGBHTD ferry and transit riders or a free round trip Muni ticket provided to ferry riders for travel to and from the San Francisco Ferry Building (\$4.00 daily value). The SFMTA absorbs the losses associated with these discounts and SFMTA riders do not receive a discount for travel from Muni to Golden Gate Transit buses or ferries.

PAGE 3

A review of existing inter-agency round-trip transfer discounts honored by the San Francisco Municipal Transportation Agency (SFMTA) found significant variation in the discounts offered to customers originating from different transit agencies and the financial impact to the SFMTA. A summary of these agreements is as follows:

<i>Agency</i>	<i>Description</i>	<i>Passenger Cost</i>	<i>SFMTA Fiscal Impact</i>
BART to Muni Round Trip Discount	Two-part round trip transfer issued at TVMs in downtown San Francisco BART stations.	Riders pay \$1.75 for single Muni ride, a \$.25 discount off adult full fare.	SFMTA absorbs the discount (\$.50 value).
BART to Muni (Daly City)	Two-part round-trip transfer issued at TVMs at the Daly City BART station. Valid for transfer to the 54 or 28 Muni lines.	No cost to rider.	BART reimburses the SFMTA for 50% of trip cost. SFMTA absorbs 50% (\$2.00 value).
Alameda-Oakland/Harbor Bay Ferry Transfer	Free Muni transfer included in ferry tickets sold in 10, 20, or 40-ticket books. Valid on buses, light rail, and trolley.	No cost to rider.	BART reimburses the SFMTA for 50% of trip cost. SFMTA absorbs 50% (\$2.00 value).
Golden Gate Ferry Transfer	Two-part round trip transfer ticket obtained from ticket machine upon debarkation from ferry at Port of San Francisco.	No cost to rider.	SFMTA absorbs the discount (\$4.00 value).

It is the goal of the SFMTA to update all existing agreements and create an equitable and consistent transfer discount policy for all passengers who link with Muni, reduce the financial impact to the SFMTA associated with these discounts and to promote the use of TransLink® by requiring that these discounts be offered only through TransLink®. In accordance with these goals, the SFMTA is requesting authorization to enter into this agreement with GGBHTD to establish a reciprocal \$0.50 cent discount for passengers transferring to and from Golden Gate Ferry and Transit and Muni. Staff are currently working with BART and Alameda-Oakland/Harbor Bay Ferry to update their agreements consistent with this policy.

This agreement would go into effect March 1, 2010 or 30 days after the approval of this Agreement, whichever is later. At that time, the SFMTA will eliminate the monthly discount sticker and free round-trip transfer ticket available to GGBHTD passengers and will provide instead a fifty cent discount for adult fare transfer passengers (excluding Muni cable cars and special event service) and in a reciprocal manner, GGBHTD will provide a fifty cent discount to adult Muni transfer passengers and a twenty-five cent discount for senior, youth and disabled passengers.

PAGE 4

At the same time, the paper ticket will be eliminated and this discount will only be available to TransLink® customers. In doing so, the SFMTA and Golden Gate Ferry will be taking steps to further the region's goal of eliminating paper fare media and moving to a single regional fare instrument. It will also reduce opportunities for fraud and improve trip data available for strategic planning.

ALTERNATIVES CONSIDERED

After evaluating all existing inter-agency agreements, it was determined that the SFMTA could not justify continuing the differential subsidy provided to GGBHTD ferry riders and negotiated a policy for a reduced discount that applied to both ferry and transit riders, in addition to Muni transfer customers.

FUNDING IMPACT

It is estimated that the current subsidy provided to GGBHTD ferry riders at \$4.00 per round trip equals approximately \$300,000 a year. The proposed transfer discount at \$0.50 per round-trip for both ferry and transit riders would reduce this subsidy by approximately \$100,000 a year.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Golden Gate Bridge, Highway and Transportation District Commission approved this agreement on November 20, 2009. The City Attorney's Office has reviewed the calendar item.

RECOMMENDATION

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors authorize the Executive Director/CEO (or his designee) to enter into a five year transfer discount agreement, beginning the later of March 1, 2010 or 30 days after the approval of the agreement, with the GGBHTD to replace the existing transfer discount provided by SFMTA with a \$0.50 discount provided by the SFMTA to GGBHTD ferry and transit riders transferring to Muni and a \$0.50 reciprocal discount for Muni customers transferring to GGBHTD service and to provide these discounts only through TransLink®.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA is committed to creating a uniform and consistent policy for all inter-agency transfer discount agreements for passengers transferring to and from Muni from other Bay Area transit agencies; and,

WHEREAS, The existing agreement between the Golden Gate Bridge, Highway and Transportation District (GGBHTD) and the SFMTA was entered into in 1991 and provides a free round-trip transfer for GGBHTD ferry riders or a \$5 discount off a monthly Adult pass for either ferry or transit riders; and

WHEREAS, Under the existing agreement, SFMTA absorbs the financial impact of this discount and no discount is available to Muni passengers transferring to GGBHTD service; and

WHEREAS, The SFMTA and the GGBHTD support the implementation of a new transfer discount agreement that is equitable for all modes and would be implemented through TransLink®; and,

WHEREAS, The proposed new agreement would establish a \$0.50 discount provided by the SFMTA to both GGBHTD ferry and transit riders transferring to Muni and a \$0.50 reciprocal discount for Muni customers transferring to GGBHTD service; and,

WHEREAS, The proposed agreement would also promote the transition to TransLink® by eliminating paper transfer tickets and offering discounts only through TransLink®; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO (or his designee) to enter into a five year transfer discount agreement beginning the later of March 1, 2010 or 30 days after the approval of this Agreement, with the GGBHTD to replace the existing transfer discount provided by SFMTA with a \$0.50 discount provided by the SFMTA to GGBHTD ferry and transit riders transferring to Muni and a \$0.50 reciprocal discount for Muni customers transferring to GGBHTD service and to provide these discounts only through TransLink®.

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

THIS PRINT COVERS CALENDAR ITEM NO. : 10.6

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Safety, Security and Enforcement

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO (or his designee) to execute an agreement with Resource Development Associates for Conflict Resolution Training Services to the SFMTA Security and Enforcement Subdivision (SES).

SUMMARY:

- SFMTA's SES staff can often be subjected to verbal and physical abuse by the public. The resulting stress and anger often affect relationships with colleagues and managers.
- The SFMTA Board recognizes the problem and has requested that SFMTA provide conflict resolution training to SES staff to help defuse volatile situations and prevent those situations from escalating into violent incidents.
- To fulfill this directive, SFMTA issued an RFP on June 4, 2009, went through a competitive evaluation process, and selected Resource Development Associates as the highest ranked proposer.
- Resource Development Associates will work with SFMTA management to provide conflict resolution training to all SES employees (approximately 450).
- The contract amount is \$174,975.00 and the contract term is one-year from January 20, 2010 to January 19, 2011 with options of two one-year extension at the sole discretion of the Executive Director/CEO.

ENCLOSURES:

1. SFMTAB Resolution
2. Agreement between SFMTA and Resource Development Associates

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Patricia Woo, Safety, Security and Enforcement Division

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

SFMTA staff request that the Board of Directors authorize for the Executive Director/CEO, or his designee, to execute an agreement with Resource Development Associates to provide conflict resolution training service for SES staff.

GOAL

The provision of conflict resolution training to SFMTA SES staff falls under the following goal and objectives in the *SFMTA Strategic Plan*:

Goal # 5 – MTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency's mission and vision and leads the agency into the evolving, technology driven future.

Objective # 5.1: Increase resources available for employees in performing their jobs (tools, staff hours, etc.).

Objective # 5.8: Improve work/life balance of employees (e.g. daycare options, costs of getting to work, etc.).

DESCRIPTION

SFMTA's SES staff, including Parking Control Officers (PCOs) and Transit Fare Inspectors (TFIs), are frequently subjected to verbal and physical abuse from the public while performing their duties. The heightened stress and anger resulting from these altercations in turn can spill into staff's interpersonal relationships on the job with rank and file colleagues and managers.

Recognizing the seriousness and extent of the problem, the SFMTA Board has requested that the SFMTA provide conflict resolution training to SES staff with the goal of defusing volatile situations and decreasing the likelihood of the escalation of verbal abuse and physical assault. To fulfill this directive, SFMTA has determined that selecting a professional consultant that specializes in providing these services on an intermittent, as-needed basis through an RFP process is the best option.

In 2007, an initial conflict resolution training was conducted which was limited to newly hired PCOs. The training program was expanded in 2008 to include veteran PCOs. This new training contract will expand the training to include parking enforcement supervisors, TFIs, and TFI supervisors.

1. Contractor Selection

On June 4, 2009, SFMTA issued a Request for Proposals for Conflict Resolution Training Service with a 15 percent Local Business Enterprise (LBE) subcontracting requirement established by the SFMTA Contract Compliance Office. SFMTA received five proposals, which were submitted by Allegory Training Company, Community Boards, Resource Development Associates, Scott Consulting Team, Y & D Programs, LLC respectively. Two proposals from Allegory Training Company and Y & D Programs, LLC respectively were deemed non-responsive by the SFMTA Contract Compliance Office. On October 8, the Civil Service

PAGE 3.

Commission approved the proposed personal service contract. The proposal evaluation was held on October 16 and the interviews were held on October 23. The Contract Compliance Office approved the selection results and certified that Resource Development Associates was the highest ranked proposer. Their proposal had the most strengths and no weakness. Both the technical proposal and oral presentation were the most responsive to the RFP requirements in the areas of project approach, staff qualifications, and experience of firm and subconsultant.

The SFMTA and Resource Development Associates have completed contract negotiations and the contractor is prepared to begin work.

2. Contract Scope and Deliverables

According to the agreement, the contractor will provide conflict resolution training in structured eight-hour classroom workshops for approximately 450 rank and file fare inspectors, veteran parking control officers, new parking control hires, supervisors and management staff. The workshops will be designed to reflect and address SES's organization and current needs utilizing experiential learning and role playing techniques. There will be at least 22 classes, consisting of 20 students each, specifically customized and tailored to address management staff issues as well as issues of the front line staff.

Training will focus on increasing the employees' self awareness and their skills and knowledge of the workforce and work environment in order to manage workplace conflict more effectively. The training will enable employees to gain a thorough understanding of some common reactions to conflict in order to more productively manage attitudes and emotions.

The contractor will provide culturally competent and comprehensive conflict resolution training services to the Security and Enforcement Subdivision under the Safety, Security and Enforcement Division within San Francisco Municipal Transportation Agency (SFMTA). The training services will consist of the following five phases.

Estimated Training Schedule:

Activity	Phase	Timeline
Kickoff meeting	1	Week 1
Inventory Conflict Management Styles and Emotional Intelligence	1	Weeks 2-5
Conduct Interviews with Key Management and Representative Staff	1	Weeks 2-8
Review Organizational Data and Establish Baseline	1	Weeks 2-8
Attend and Observe Meetings	1	Weeks 2-8
Observe Employees at Each Level of the Agency	1	Weeks 2-8
Develop report and present findings	1	Week 8-10
Prepare Customized Training Materials (for both management and line staff)	2	Weeks 10-12

Activity	Phase	Timeline
Coordinate Training	3	Week 12- Ongoing
Pilot Training with Managers and Supervisors	3	Week 12-14
Provide Ongoing Training and revise as needed (2 times per week)	3	Week 16- Ongoing
Implement Monitoring Activities for each cohort of trainees upon completion of training	4	Week 16 - Ongoing
Provide Individualized Coaching and Quarterly Office Hours	4	Week 20 - Ongoing
Regular reporting to project point person or team	5	Ongoing
Deliver final year-end report and conduct presentation	5	Week 50-52

LBE Subcontracting Goal:

The contractor has selected Diana Sanders Consulting as an LBE subcontractor to fulfill the 15 percent LBE subcontracting goal. Diana Sanders Consulting will be part of the training team conducting various training activities defined in the contract.

ALTERNATIVES CONSIDERED

The City and County does not currently possess the ability or resource to provide specialized, focused and customized assessment and training in conflict resolution for a large quantity of audience within a limited time frame to meet SFMTA’s urgent needs, which in turn will impact the division’s ability to achieve the intended goals and objectives. Through discussion with Department of Human Resources, it was determined that it is in the best interest of the City for a professional consultant to conduct the Conflict Resolution training.

FUNDING IMPACT

Funds for this contract in the amount of \$174, 975 are included in the Safety, Security and Enforcement Division budget for fiscal year 2009 - 2010.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil service Commission approved this Personal Service Contract request on October 8, 2009.

The City Attorney has reviewed this report.

RECOMMENDATION

Staff recommends the Board authorize the Executive Director/CEO to execute the agreement

PAGE 5.

with Resource Development Associates for conducting Conflict Resolution Training Service for an amount not-to-exceed \$174,975 and a contract term for one year with options for two one-year extensions at the sole discretion of the Executive Director/CEO.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) Board of Directors directed the SFMTA to provide training to staff in the SFMTA's Security and Enforcement Subdivision (SES) who are frequent targets for verbal and physical assault in the performance of their enforcement duties; and

WHEREAS, The SFMTA SES initiated a conflict resolution training program in 2007 for newly hired Parking Control Officers to comply with the Board's directive; and,

WHEREAS, The conflict resolution training was expanded in 2008 to include and provide training services to veteran officers; and,

WHEREAS, The SFMTA SES now wishes to expand these services to enforcement supervisors, Transit Fare Inspectors and Transit Fare Inspector supervisors, and

WHEREAS, On October 8, 2009, the Civil Service Commission approved a personal services contract for a professional consultant to conduct conflict resolution training for all SES employees; and

WHEREAS, As part of the SFMTA's overall Local Business Enterprise (LBE) goal, the Contract Compliance Office has established a 15% LBE Subcontracting goal for this contract; and

WHEREAS, Resource Development Associates was selected through a competitive selection process as the highest ranked proposer in responding to RFP #SFMTA2008/09-29 issued on June 4, 2009; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the SFMTA Executive Director/CEO (or his designee) to award San Francisco Municipal Transportation Agency Contract #SFMTA2008/09-29 Conflict Resolution Training Services with Resource Development Associates as the most responsive and responsible proposer to conduct conflict resolution trainings to all SES employees for an amount not-to-exceed \$174,975 and an initial term of one year with two options to extend the contract for a period of one year each at the sole discretion of the SFMTA Executive Director/CEO.

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

ATTACHMENT

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and
Resource Development Associates for Conflict Resolution Training Service**

Contract No. SFMTA2008/09-29

This Agreement is made this ____ day of _____, 20____, in the City and County of San Francisco, State of California, by and between Resource Development Associates located at 990 Moraga Road, Suite C, Lafayette, CA 94549, a California Corporation, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”)

Recitals

- A. The SFMTA wishes to hire a qualified professional consultant to assist the Security and Enforcement Division in conflict resolution trainings to all Enforcement subdivision employees as part of on-going effect to achieve organizational development and cultural change in order to improve overall productivity and efficiency.
- B. A Request for Proposal (“RFP”) was issued on June 4, 2009, and City selected Contractor as the highest ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved contract number 4041-09/10 on October 8, 2009.

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions

are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from January 20, 2010 to January 19, 2011, with options for up to two one-year contract term extensions at the sole discretion of SFMTA.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in monthly payments on or before the last business day of each month for work completed and accepted by SFMTA in the preceding month, as set forth in Section 4 of this Agreement, that the SFMTA's Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the last business day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Seventy-Four Thousand Nine Hundred Seventy-Five Dollars (\$174,975.00)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. 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 the

Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. 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. 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.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled “Notices to the Parties.”

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall 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 shall 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.

9. Left blank by agreement of the parties. (Disallowance)

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may

result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and

its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated Damages)

20. Default; Remedies. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

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| 8. Submitting false claims | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other

remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct

costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 13. Responsibility for equipment |
| 9. Disallowance | 14. Independent Contractor; Payment of Taxes and Other Expenses |
| 10. Taxes | 15. Insurance |
| 11. Payment does not imply acceptance of work | 16. Indemnification |

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| 17. Incidental and Consequential Damages | 49. Administrative Remedy for Agreement Interpretation. |
| 18. Liability of City | 50. Agreement Made in California; Venue |
| 24. Proprietary or confidential information of City | 51. Construction |
| 26. Ownership of Results | 52. Entire Agreement |
| 27. Works for Hire | 56. Severability |
| 28. Audit and Inspection of Records | 57. Protection of private information |
| 48. Modification of Agreement. | |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: Joy Houlihan
Deputy Director
Safety, Security and Enforcement Division
San Francisco Municipal Transportation Agency
875 Stevenson Street, 2nd Floor, Room 224
San Francisco, CA 94103

Email: joy.houlihan@sfmta.com
Tel: 415-554-7017
Fax: 415-554-7117

To Contractor: Patricia Marrone Bennett
CEO
Resource Development Associates
990 Moraga Road, Suite C
Lafayette, CA 94549
Email: pbennett@resourcedevelopment.net
Tel: 925-299-7729 x 105
Fax: 925-299-7728

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of

Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is 15%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under

this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real

property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of

negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with the SFMTA for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and the SFMTA to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify the SFMTA when it enters into such a Subcontract and shall certify to the SFMTA that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco

Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is “qualified” for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor’s commitment to comply with this Chapter is a material element of the City’s consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor’s failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor’s continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco’s County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is

reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor’s use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater

immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, “Modification of Agreement.”

53. Compliance with Laws. Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties. (Supervision of Minors)

56. Severability. Should the application of any provision of this 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 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 the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City’s property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor’s (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner’s authorized agent, and which is visible from the public right-of-way. “Graffiti” shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a

material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (Slavery Era Disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Approval by Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signed counterparts may be delivered by telephone facsimile or by PDF delivered by email.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Nathaniel P. Ford Sr. Executive Director/CEO</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>David A. Greenburg Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary to the SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>Resource Development Associates</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Patricia Marrone Bennett CEO 990 Moraga Road, Suite C Lafayette, CA94549</p> <p>City vendor number: 58538</p>
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Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Appendix A

Services to be provided by Contractor

I. Description of Services

Contractor will provide culturally competent and comprehensive organizational development and conflict resolution training services to the Security and Enforcement Subdivision of the Safety, Security and Enforcement Division within the San Francisco Municipal Transportation Agency (SFMTA) aiming to reduce internal and external conflicts while achieving organizational development and positive cultural change sustainability for the organization. The training project will consist the following five phases.

Phase 1: Planning and Assessment

Contractor will conduct a baseline assessment of two areas: 1) interpersonal skills of management and rank and file staff based on two diagnostic surveys; and 2) organizational needs and strengths based upon: a) informational interviews with key management, representative staff; b) a review of documentation describing the organizational framework; c) observation of meetings and group interactions, and d) observation of employee experiences in the field. The purpose is to conduct significant preliminary research before developing training workshops so that there is an objective framework within which to operate. The data gathered during this first phase will also serve as a baseline for evaluating the impact of training at regular intervals during service delivery. Contractor will undertake the following activities during the planning and assessment phase:

1) Kick off meeting

Contractor initiates every organizational development and training effort with a dialogue to ensure Contractor as a trainer understands the objectives, values and challenges involved in the project. Contractor will meet with the SFMTA project lead and other identified team members to review scope of services and project timeframe, identify protocols to be used in administering surveys and a process for selecting representative staff for in-depth interviews, identify meetings to attend, and set-up a communication system.

2) Inventory Conflict Management Styles and Emotional Intelligence

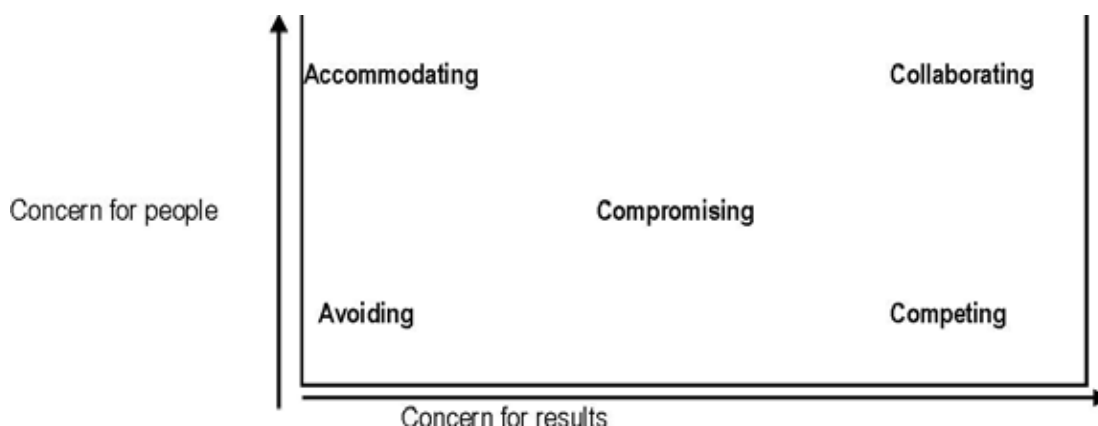
Contractor will administer two diagnostic instruments (surveys)—each of which is approximately 30 minutes in length—to all targeted employees (estimated at 450 employees). These instruments—The Thomas-Kilmann Conflict Mode Instrument (TKI) and The Emotional Quotient Inventory (EQ-i)—assess conflict management styles and emotional intelligence levels, respectively. Both are widely respected as best practices in Conflict Resolution and Leadership Development training, are appropriate for audiences at multiple levels of sophistication, and will be used as a starting point for building skills toward improved job performance.

Contractor will conduct the surveys in person or online, depending on the preferences and capacity of the organization. Contractor will also work with leadership to identify some type of

employee incentive in order to help promote full and willing participation.

The following are brief descriptions of each instrument:

- *The Thomas-Kilmann Conflict Mode Instrument (TKI)*: Contractor will administer the TKI to assess prevailing styles of handling conflict among different levels of the organization. Thomas and Kilmann define 5 styles of handling conflict—Competing, Compromising, Collaborating, Avoiding, Accommodating—and the TKI assesses individual preferences for one style over the others. See Figure 1 below. The purpose of this is to introduce staff to different styles of handling conflict as a starting point for exploring how different styles can escalate or de-escalate specific conflict situations.



- *The Emotional Quotient Inventory (EQ-i)*: The Emotional Quotient Inventory (EQ-i®) is the first scientifically validated and most widely used Emotional Intelligence assessment in the world. Based on more than 20 years of research worldwide, the EQ-i examines an individual's social and emotional strengths and weaknesses. Respondents self-report on their life and workplace performance in 15 key areas of emotional skill that have been proven to contribute to proficiency in complex business activities such as conflict resolution and planning. Contractor will utilize the EQ-i to identify common areas of deficiency among staff, in order to better customize its curriculum to build skills in those areas. At the same time, information about the areas where individual staff members excel can be used to help management leverage their full potential and maximize organizational performance and efficiency.

3) Conduct Interviews with Key Management and Representative Staff

Contractor will develop an understanding of SES's organizational culture, and will form an understanding of the culture not only from objective data but also from subjective questions asked during interviews with staff representative and key management staff. Contractor will conduct between 20 and 30 in-depth interviews with a cross-section of individuals at various levels of agency hierarchy in order to ensure that Contractor has an understanding of competing needs, frustrations, environments, contexts and experiences. The following are examples of questions that might be asked:

- . • What types of conflicts have you experienced?
- . • What do you or your co-workers do when there are problems or conflicts? How do you handle them? What do you think that you could do better?
- . • Where do you go for help? Do you know of any internal support mechanism to help employees work through conflicts? Have you ever used it?
- . • Which problems or conflicts are “swept under the rug”?
- . • How do leadership and management typically respond to conflict? How skilled are managers in diffusing conflict situations? How might they respond better?
- . • What skills do employees and managers need to resolve conflicts successfully?
- . • How does management address workers’ conflicts with the public? Do you think there is a difference in how internal conflicts are handled as opposed to conflicts with the public?
- . • How effective has employee conflict resolution training been in the past? How could it have been improved?
- . • What systems changes would reduce or help resolve conflict?
- . • How are intense emotions expressed and responded to?
- . • What are the unspoken rules in the agency regarding honesty and empathy?
- . • How have these rules been communicated to you?
- . • What topics can and cannot be discussed?
- . • When is it considered inappropriate to be honest or empathetic?

4) Review Organizational Data and Establish Baseline for Measuring Training Impact

Contractor will conduct a thorough review of Human Resources and operational data, including but not limited to policies and practices relating to dealing with conflict resolution and management. This may include SFMTA’s strategic plan, board meeting minutes, organizational chart, etc. In addition, Contractor will collect a range of objective data concerning the number of public assaults, disciplinary actions, terminations, grievances, customer-service complaints, stress-related illnesses, workers’ compensation claims based on stress, employee turnover and training costs, etc; this information will be used as baseline data against which we will measure the impact of training.

5) Attend and Observe Meetings

Contractor will plan to attend meetings to observe and understand organizational culture as it relates to conflict management and to ensure that training materials respond to key concerns and needs of supervisors and management. During the planning and assessment phase, Contractor will attend meetings at various levels of the agency and to observe meetings between individual supervisors and subordinates when feasible.

6) Observe Employees at Each Level of the Agency

Contractor will perform ‘job shadowing’ with at least two Parking Control Officers and at least two Transit Fare Inspectors in order to experience life in the course of an ordinary workday for these positions.

Phase 1 Deliverables:

At the end of the planning and assessment phase, Contractor will prepare and present:

- A written report of findings and recommendations based on data collected during the above activities.
- An oral presentation of findings and recommendations at a meeting with the SFMTA project lead and other SFMTA project team members.

Phase 2: Preparation of Customized Materials

Phase 2 tasks consist of the following:

1) Design Customized Conflict Resolution Training Curriculum and Related Materials

Training curricula will be developed in such a way that allows the individual to gain mastery one step at a time, resulting in successful transfer of knowledge so that participants will be able to more effectively handle conflict in a real world environment. In addition, rather than rely on generic role plays and textbook conflicts, Contractor will utilize information gathered during the project assessment to design reenactments of actual conflicts.

While curriculum development will be informed by the planning and assessment findings, the training materials will utilize the following seven broad strategies as a framework for workshop content:

i. Changing the Culture and Context of Conflict

This strategy focuses on the process of interpersonal conflict, and general techniques for interpersonal conflict management. Participants will utilize the five styles of responding to conflict (as defined by Thomas and Kilmann and assessed by the TKI) to explore potential differences in outcomes when applied to ‘real world’ conflict situations. Included within this area are exercises that address cultural competence and respect for diversity, elucidate cultural differences as the source of many conflicts, and provide tools and examples of effective communication across cultures.

ii. Listening Actively, Empathetically, and Responsively

This strategy encompasses a range of learning objectives to improve communication skills, beginning with techniques of effective listening. Specific lessons explore the hidden frameworks for communication—the context, culture, environment, system, or setting in which the communication takes place. Exercises will explore how the real-life roles, responsibilities, histories, needs and desires, and expectations of the speaker and listener impact the success or failure of communication. Participants will examine their own language for tendencies to use common phrases for miscommunication (e.g. “you always...”, “you never...”, “you must...”, “you have to...”).

iii. Acknowledging and Integrating Emotions in Problem Solving

This strategy explores components of emotional intelligence: self awareness, self regulation, motivation, empathy and social or relational skills. Skill building exercises can be used to relate ways of managing intense emotions and for instructing on methods for identifying and removing hidden emotions and the masks that are commonly used to disguise them. Specific attention is paid to anger management and alternative ways of apologizing in order to build trust and diffuse anger.

iv. Searching Beneath the Surface for Hidden Meanings

Resolving conflict is a bit like peering beneath the surface of the ocean to imagine the size and shape of an iceberg. Customized modules often focus on distinguishing between empathy and sympathy and practicing empathy through role reversing dialogue. Exercises offered within this strategy include identification of common rationalizations for not being honest and the introduction of counter-rationalizations encouraging honesty. Exercises encourage participants to identify their own biases and unspoken messages that are being communicated to others, particularly when faced with what they perceive as threatening situations.

v. Separate What Matters from What Gets in the Way

The ability to separate what matters from what gets in the way marks participants' readiness to transition from focusing on listening and emotional processing to focusing on problem solving and negotiation. The following "separations" are offered as a means to help see conflicts more clearly, identify strategies for tackling each issue separately, and make it easier to transform the whole: positions from interests; people from problems; commonalities from differences; emotion from negotiation; process from content; options from choices; criteria from selection; and yourself from others.

vi. Stop Rewarding and Learn From Difficult Behaviors

This strategy guides participants in confronting difficult behaviors in colleagues or coworkers. Encompassed within this strategy are exercises and objectives that focus on team dynamics and specifics such as process awareness, constructive feedback, problem solving, collaboration, shared responsibility, and dealing with difficult behaviors in meetings.

vii. Solve Problems Creatively

As Albert Einstein famously remarked, "Our problems cannot be solved with the same level of thinking that created them." This strategy encompasses the broad scope of team building, solving problems collaboratively, obstacles to problem solving, consensus building, strategic planning and negotiations.

Phase 2 Deliverables

At the end of this phase, Contractor will deliver:

- . • A customer-designed training curriculum for an 8-hour conflict resolution training workshop that will improve employees' abilities to successfully de-escalate and resolve conflict situations.
- . • Supplemental resource materials and handouts for use during and after the workshop.
- . • Follow-up surveys designed to identify the elements of training that are working and those that are not.
- . • Follow-up surveys to gather employee feedback about the usefulness of handouts and recommended techniques in the context of their daily jobs.

Phase 3: Delivery of Training

Principles of Training Approach

In providing training services, Contractor understands that a core purpose of training is to impact behavior by imparting information. Trainers will introduce concepts and provide

direction on how to utilize best practice principles of Conflict Resolution to improve operations—with a specific objective of motivating participants to seize the initiative for finding application opportunities in their work environments.

Contractor will work with management to develop and clarify understanding of the specific objectives of the managers, the proposed roles of the training participants, and to ensure the training materials relate to the overall goals.

Contractor will provides monthly “Homework”, regular follow-up surveys and reference guides/graphic aids to promote application of lessons learned and to provide data for measuring effectiveness of training components. Each workshop will include participant evaluations of the content and delivery will be reviewed by Contractor regularly to make appropriate corrections to the training as needed.

Training Deliverables:

1) Pilot training curriculum with managers and supervisors.

Contractor recognizes the critical role that agency leaders play in any change effort within a large organization. To ensure that managers and supervisors are modeling effective conflict resolution skills, behaviors and attitudes, Contractor will provide an initial pilot training for managers and supervisors. This helps to ensure that the SES will be modeling desired behaviors from the top down, and it ensures that Contractor focuses on skills and competencies that managers and supervisors feel are priority areas of concern for their staff. After piloting the curriculum in training for managers and supervisors, Contractor will amend or revise the curriculum to incorporate feedback. The managers and supervisors training will occur in the first two weeks of the forth project month.

2) Provide action items for supervisors and managers to implement.

Training workshops will include ‘homework’ activities that include action items to be practiced and adapted during the course of an ordinary workday. These ‘assignments’ will be supported by handouts and other types of follow up resources such as monthly screensaver shots that reinforce key concepts imparted during training.

3) Provide 2 trainings per week for approximately 20 individuals each.

Following the revision of the training curriculum to incorporate feedback from the pilot training, Contractor will conduct two 8-hour trainings per week. Contractor is able and willing to schedule an alternative training time or day for those individuals who work irregular hours.

4) Participant evaluation as a key component of all training activities.

Contractor will design and distribute training evaluation forms to participants to share their thoughts concerning what worked and what didn’t work. Contractor will review evaluations after every training workshop and revisit the curriculum regularly to make adjustments or corrections as needed.

Phase 3 Deliverables

- . • Revised curriculum with manager and supervisor feedback incorporated.
- . • Summary report of Evaluation Forms from more than twenty 8-hour training workshops.
- . • Summary of action items assigned to managers and supervisors and plan for measuring impact.
- . • Recommendations to supervisors/managers and SFMTA project lead regarding individuals who Contractor trainer identified as potentially needing additional individual coaching.

Phase 4: Practice, Coaching and Feedback

Training workshops will include resource guides and other resources such as tip sheets for applying lessons in ‘real world’ contexts. Throughout the project Contractor will use an iterative process to evaluate the ongoing success of the program and incorporate successes and lessons learned along the way. The coaching approach will be designed to give staff an understanding of what behaviors they should continue doing, what behaviors they need to be aware of and work to improve, and which behaviors must stop. This clear, straightforward approach will give those who need the most support immediate feedback that they can begin to incorporate right away.

As follow-up to training workshops, Contractor will:

- . • Consult with the project team to determine the best procedure for collecting ‘homework’.
- . • Conduct at least one follow-up survey with all workshop participants, and monthly or bimonthly mini-surveys to collect data from supervisors and managers concerning impact of training.
- . • Design follow-up surveys to gather employee’s input on the usefulness of action items assigned as ‘homework’, and test long term retention of concepts covered during training.
- . • Continue to deliver information and reinforce lessons through multi-media ‘takeaways’ such as screensaver shots or other visual reminders including signs posted in common break areas or in parking control vehicles and transit inspector stations, stickers or buttons, etc.

It is understood that not everyone learns at the same pace, and that some individuals may need additional guidance in understanding or applying the concepts and behaviors discussed during training. Contractor will consult with managers and supervisors concerning their individual staff, and in instances where we observe staff expressing confusion during training, will recommend that management consider those individuals for additional help in the form of coaching.

Contractor will provide:

- . • Follow-up coaching in 30 minute sessions for approximately 15-20 individuals. Contractor will engage in conflict styles coaching for those who need additional guidance after

the workshop.

- Quarterly ‘office hours’ to allow staff the opportunity to discuss post-training experiences or receive feedback regarding action items or application of training to daily work contexts.

Contractor will regularly incorporate feedback from workshop trainings and follow-up surveys by revisiting curriculum to revise components that are not achieving the desired results.

Phase 4 Deliverables

Activities conducted during this phase will produce the following deliverables:

- Monthly ‘dashboard’ summaries recording impact of training as measured by monthly mini-surveys, homework and staff feedback and against baseline data collected during assessment.
- Progress reports on employees recommended for individual coaching sessions.
- Evaluation forms and a training manual from voluntary coaching workshop delivered to managers and supervisors.

Phase 5: Continuous Monitoring to Ensure Enhancement of Learning and Sustainability of Positive Changes

Contractor will build progress reports into its training cycle and regularly keeps clients updated on progress of the project including status, successes, challenges and emerging opportunities. Throughout the project, Contractor will regularly report to the SFMTA project lead via phone and email in addition to quarterly status reports. Before the end of the contract term, the Contractor will submit to SFMTA a final summary report and will conduct an oral presentation to the division management, an, if requested by SFMTA, an oral presentation to the SFMTA Board of Directors.

Phase 5 Deliverables

- Quarterly written progress reports to be submitted to the SFMTA project management team.
- Final summary report that documents changes to baseline data as results of the training and presents recommendations for continuing to enhance employee performance and improve leadership capacity.
- An oral presentation of the final report at a meeting with the SFMTA project lead and other project management team members and at the SFMTA Board of Director’s meeting.

II. Contractor’s Project Team:

Patricia Marrone Bennett, PhD, Project Oversight and Manager
pbennett@resourcedevelopment.net
(925) 299-7729 x 105

Amalia Freedman, Project Coordinator
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(925) 299-7729 x111

Sara Orem, Ph.D., Trainer
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(510) 459-0239

Johnny Spain, Trainer
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Adam Paquette, M.A., Trainer
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Rima Spight, Training Support
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LBE Subcontractor:

Diana Sanders, Trainer
Diana Sanders Consulting
1160 Mission Street
San Francisco, CA 94103
dsanders@resourcedevelopment.net
cell: (415) 385-9123

III. Timeline

The following table outlines Contractor's plan to complete the training service within the time frame defined in the agreement.

PB - Patricia Marrone Bennett, PhD, Project Oversight and Manager

AF - Amalia Freedman, Project Coordinator

SO - Sara Orem, Ph.D., Trainer

JS - Johnny Spain, Trainer

DS - Diana Sanders (LBE), Trainer

AP - Adam Paquette, M.A., Trainer

RS - Rima Spight, Training Support

Activity	Phase	Timeline	Staff
Kickoff meeting	1	Week 1	PB, AF
Inventory Conflict Management Styles and Emotional Intelligence	1	Weeks 2-5	PB, SO, DS
Conduct Interviews with Key Management and Representative Staff	1	Weeks 2-8	PB, AF, SO, DS
Review Organizational Data and Establish	1	Weeks 2-8	AF, AP

Activity	Phase	Timeline	Staff
Baseline			
Attend and Observe Meetings	1	Weeks 2-8	SO, DS, JS
Observe Employees at Each Level of the Agency	1	Weeks 2-8	SO, DS, JS
Develop report and present findings	1	Week 8-10	PB, SO, AF, DS
Prepare Customized Training Materials (for both management and line staff)	2	Weeks 10-12	PB, SO, DS, JS, AP, RS
Coordinate Training	3	Week 12-Ongoing	AF, RS
Pilot Training with Managers and Supervisors	3	Week 12-14	PB, SO, DS
Provide Ongoing Training and revise as needed (2 times per week)	3	Week 16-Ongoing	PB, SO, DS, JS, AP
Implement Monitoring Activities for each cohort of trainees upon completion of training	4	Week 16 - Ongoing	AF, RS, DS
Provide Individualized Coaching and Quarterly Office Hours	4	Week 20 - Ongoing	SO, DS, AP
Regular reporting to project point person or team	5	Ongoing	PB, AF
Deliver final year-end report and conduct presentation	5	Week 50-52	PB, AF, SO, DS

IV. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

V. SFMTA Liaison

In performing the services provided for in this Agreement, Contractor's liaison with SFMTA is Amalia Freedman, and SFMTA's liaison with Contractor is Joy Houlihan.

Appendix B Calculation of Charges

Contractor will submit monthly invoices for actual hours worked, the total billing amount for the contract term will not exceed the total approved budget dollar amount specified in this agreement. All direct program and overhead costs are included in the hourly rate. SFMTA will not reimburse any additional cost incurred during this contract term unless it is pre-budgeted and pre-approved by SFMTA.

Contractor is allowed to make necessary adjustments on the training hours and budget allocation related to various phases and tasks as long as the adjustments do not negatively affect the deliveries specified in the agreement and changes are pre-approved by the SFMTA project manager.

Phase	Activity	Senior Staff Hours (\$150)	Staff Hours (\$125)	Research & Outreach Staff Hours (\$50)
1. Planning and Assessment				
1.1	Kickoff Meeting (assumes 3 staff for a 2 hr meeting, includes prep and follow-up)	8	4	0
1.2	Inventory Conflict Management Styles and Emotional Intelligence (includes survey refinement, administration, entry and analysis)	40	42	54
1.3	Conduct Interviews with Key Management and Representative Staff (includes 20-30 in depth interviews)	30	40	16
1.4	Review Organizational Data and Establish Baseline	8	32	0
1.5	Attend and Observe Meetings and Observe Employees	22	30	0
1.6	Draft report and present findings	20	30	20
2. Preparation of Customized Materials				
2.1	Design Training Materials	25	45	30
3. Delivery of Training				
3.1	Deliver and Revise Training	160	340	40
3.2	Organize and Data Enter Evaluation Forms and Draft Summary Report	0	20	44
4. Practice, Coaching and Feedback				
4.1	Conduct Follow-up Assessment on Training	4	36	90
4.2	Coach Staff and Managers and Host Quarterly Office Hours	15	30	0
4.3	Create Monthly Dashboard Summaries	0	24	65
5. Continuous Monitoring for Enhancement of Learning				
5.1	Project Communication and Management	24	36	0
5.2a	Draft Quarterly Progress Reports	12	32	0
5.2b	Draft and Present Final Report	20	40	24
Subtotal for Staffing Hours		388	781	383
Subtotal for Budget Amounts		\$58,200	\$97,625	\$19,150

Estimated Project Staff Hours and Contract Budget

RDA Staff	Estimated Hours	Rate	Subtotal
Patricia Marrone Bennett	180	\$150	\$27,000
Sara Orem	208	\$150	\$31,200
Amalia Freedman	203	\$125	\$25,375
Johnny Spain	155	\$125	\$19,375
Diana Sanders/LBE	223	\$125	\$27,875
Adam Paquette	200	\$125	\$25,000
Rima Spight	383	\$50	\$19,150
TOTAL CONTRACT BUDGET:	1,552 hours	n/a	\$174,975

THIS PRINT COVERS CALENDAR ITEM NO. : 12

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

This policy proposal recommends that the Executive Director/CEO and his designees be given greater authority to approve and execute contracts, contract modifications/amendments and change orders.

SUMMARY:

- This calendar item authorizes the Executive Director/CEO will have the authority to award and execute contracts, leases, real property conveyance and acquisition agreements, and memoranda of understanding having expenditures up to \$500,000
- It allows the Exec. Director/CEO to re-delegate the authority to approve and execute contracts to Directors who have a direct reporting relationship to the ED/CEO.
- The ED/CEO will have the authority to approve and execute contract modifications having anticipated expenditures up to \$500,000.
- The policy also allows the Executive Director/CEO to delegate to Directors of Divisions the ability to approve and execute any single contract modifications and to further delegate this authority to certain positions within their respective divisions, up to certain limits.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Roberta Boomer

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

This policy amendment is intended to streamline the contracting process and shorten project timelines, while promoting efficiency and compliance with Local Business Enterprise, Disadvantaged Business Enterprise, and Small Business Enterprise requirements.

GOAL

Approval of the proposed resolution will support the following SFMTA Strategic Plan goals:

Goal 4: Financial Capacity - To ensure financial stability and effective resource utilization.

4.2: Ensure efficient and effective use of resources.

DESCRIPTION

The powers of the Executive Director/CEO were last broadened in 2002 in an effort to reduce administrative paperwork and streamline processing of contract approvals for relatively small dollar values. On November 6, 2007, the voters passed Proposition A, which among other things, added subsection (g) to Section 8A.102 of the City's Charter, which authorizes the SFMTA Board to adopt threshold amounts under which the Director, or his or her designees, may approve contracts, notwithstanding any provision of Chapters 6 and 21 of the City's Administrative Code.

As is currently the practice, for every contract, the SFMTA Equal Opportunity Office will ensure that the Small Business Enterprise/Disadvantaged Business Enterprise/Local Business Enterprise requirements are fully implemented.

On construction projects, it also permits staff to expeditiously take into consideration and address site conditions that only become known after construction has begun that may have a drastic impact on the scope of work. On large professional services contracts, this policy reduces the possibility that a contract modification will add opportunities that should be bid as separate contracts.

If adopted, these new policies would be in line with procurement practices at other large transit agencies.

Contract Award

The Executive Director/CEO will have the authority to award and execute contracts, leases, real property conveyance and acquisition agreements, and memoranda of understanding having expenditures at the increased threshold amount of up to \$500,000 (from the current \$100,000). Collective Bargaining Agreements (also referred to as memoranda of understanding) with employee organizations will continue to be approved by the Board of Directors.

PAGE 3.

In addition, the Exec. Director/CEO may re-delegate the authority to approve and execute contracts to the following Directors as set forth below:

1. **Deputy Executive Director** – The Executive Director/CEO may re-delegate contracting authority up to the full authority given to the Executive Director/CEO by the SFMTA Board of Directors (to \$500,000).
2. **Chief Construction Officer** - The Executive Director/CEO may re-delegate contracting authority to approve and execute contracts or memoranda of understanding up to \$250,000 per contracting action.
3. **Division Directors** - The Executive Director/CEO may re-delegate contracting authority to approve and execute contracts or memoranda of understanding up to \$150,000 per contracting action to any Director of a division having a direct reporting relationship to the Executive Director/CEO.

This re-delegation of authority must be certified by the Secretary of the SFMTA Board of Directors who will sign a completed original delegation of authority letter for each staff member receiving a delegation of authority. The Secretary of the SFMTA Board of Directors will certify its conformance with the terms and conditions of this resolution. The re-delegation of authority shall be in effect once certified by the Secretary of the SFMTA Board of Directors and may not be further delegated to other staff members.

Modification/Amendment/Change Orders

Under the proposed policy, the Executive Director/CEO will have the authority to approve and execute any single change order or amendment to a contract, lease, real property acquisition agreement or memorandum of understanding having anticipated expenditures up to \$500,000 unless the change order or amendment is subject to approval by the Board of Supervisors under Charter Section 9.118.

Specifically the policy recommends the following delegations:

1. Original Contract Amounts up to \$500,000 - The authority given to the Executive Director/CEO will be limited to cumulative increases of 50% of the original contract amount, and time extensions up to 25% of the original contract term.
2. Original Contract Amounts between \$500,000 and \$9,999,999 - The authority given to the Executive Director/CEO will be limited to cumulative increases approved by the Executive Director/CEO of 25% of the original contract amount, or \$250,000, whichever is greater, and time extensions up to 25% of the original contract term.

PAGE 4.

3. Original Contract Amounts greater than or equal to \$10,000,000 - The authority given to the Executive Director/CEO will be limited to cumulative increases of 10% of the original contract amount, or \$2,500,000, whichever is greater, and time extensions up to 25% of the original contract term. Under no circumstances shall the cumulative sum of increases approved by the Executive Director/CEO for any contract over \$50,000,000 exceed \$5,000,000.

The policy also allows the Executive Director/CEO to delegate to Directors of Divisions who have a direct reporting relationship to the Executive Director/CEO the ability to approve and execute any single contract change order or amendment, and to further delegate this authority to certain positions within their respective divisions, up to the limits set forth below:

Limits of Delegated Authority for Change Orders, Amendments:

\$500,000	Deputy Executive Director
\$200,000	Chief Construction Officer
\$100,000	Director (having direct reporting relationship to the Executive Director/CEO)
\$50,000	Deputy Director, Area Manager, and Senior Contracts Manager
\$25,000	Project Manager
\$15,000	Resident Engineer; Contract Administrator

Revenue contracts

The Executive Director/CEO will also be authorized to approve all revenue contracts, as well as cumulative modifications of such contracts up to 50 percent of their value, unless the revenue contract is subject to approval by the Board of Supervisors under Charter Section 9.118.

Other Delegations

Consistent with prior policy, the Executive Director/CEO will be authorized to delegate to the Chief Financial Officer or the Manager of Revenue the approval of agreements for the sale or distribution of fare media and fare cards where the commissions to be paid under such agreements are not expected to exceed \$250,000 in any calendar year. The Executive Director/CEO or his or her designee is also authorized to approve contracts for commodities and services formerly subject to the sole approval of the Purchaser prior to the formation of the SFMTA. Finally, the Executive Director/CEO will be authorized to accept work that has been satisfactorily completed, approve the release of retention and approve contract closeouts.

Reports

Each quarter the SFMTA Board of Directors will receive a report that details every contract, modification or change order that was approved in the amount of \$500,000 or less.

This proposal would streamline the contracting process and shorten project timelines.

PAGE 5.

ALTERNATIVES CONSIDERED

This item was prepared at the request of the Policy & Governance Committee therefore no alternatives were considered.

FUNDING IMPACT

Streamlining the contracting process will save time and resources.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The members of the Board's Policy & Governance Committee have endorsed this calendar item.

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve the Contract Delegation Policy and authorize the SFMTA Executive Director/CEO or his designee to award and modify contracts at higher threshold amounts.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION NO. _____

WHEREAS, In 2000, the San Francisco Municipal Transportation Agency Board of Directors (SFMTA Board) adopted Resolution No. 00-0125, and 2002, the SFMTA Board adopted Resolution No. 02-110, which resolutions established contracting policies for the SFMTA, including setting limits on contractual amounts subject to the approval of the Director, requiring all contracts to be in writing, and other related matters; and

WHEREAS, On November 6, 2007, the voters passed Proposition A, which, among other things, added subsection (g) to Section 8A.102 of the City's Charter; subsection (g) authorizes the SFMTA Board to adopt threshold amounts under which the Director and his or her designees may approve contracts, notwithstanding any provisions of Chapters 6 or 21 of the City's Administrative Code; and

WHEREAS, In order to reduce administrative paperwork and streamline processing of certain contract approvals, the SFMTA Board would like to modify the existing policy to give the Executive Director/CEO broader discretion to approve contracts and contract modifications; and

WHEREAS, The SFMTA Board of Directors intends that this resolution will supersede Resolutions Nos. 00-0125 and 02-110; now, therefore, be it

RESOLVED, That the SFMTA Board adopts the following regarding the approval of all contracts, leases, real property conveyance and acquisition agreements, memoranda of understanding, and amendments to such contracts, with the exception of collective bargaining agreements:

1. **Expenditure Contract Approval:** The **Executive Director/CEO** may approve and execute any contract, lease, real property acquisition agreement or memorandum of understanding (hereafter "Contract") having anticipated expenditures equal to or less than \$500,000.
 - a. The **Executive Director/CEO** may re-delegate in writing the authority to approve and execute Contracts subject to the limits set forth below:
 - i. **Deputy Executive Director** – The Executive Director/CEO may re-delegate contracting authority up to the full authority given to the Executive Director/CEO by the SFMTA Board of Directors.
 - ii. **Chief Construction Officer** - The Executive Director/CEO may re-delegate contracting authority to approve and execute Contracts up to \$250,000 per Contract.

- iii. **Division Directors** - The Executive Director/CEO may re-delegate contracting authority to approve and execute Contracts up to \$150,000 per Contract to any Director of a division having a direct reporting relationship to the Executive Director/CEO.
 - b. No manager or staff member receiving delegated contracting authority in accordance with this Resolution may re-delegate this authority to others.
 - c. The **Executive Director/CEO** shall present to the Secretary of the SFMTA Board of Directors a completed original delegation of authority letter for each staff member receiving a delegation of authority. The Secretary of the SFMTA Board of Directors shall review the delegation letter and certify its conformance with the terms and conditions of this resolution. The delegation of authority shall be in effect once certified by the Secretary of the SFMTA Board of Directors.
- 2. **Change Orders or Amendments:** The **Executive Director/CEO** may approve and execute any single change order or amendment (hereafter "Amendment") to any Contract having anticipated expenditures up to \$500,000 in accordance with subsections a, b and c below unless the change order or amendment is subject to approval by the Board of Supervisors under Charter Section 9.118:
 - a. **Original Contract Amounts up to \$500,000** - The authority given to the Executive Director/CEO will be limited to cumulative increases of 50% of the original contract amount, and time extensions up to 25% of the original contract term.
 - b. **Original Contract Amounts between \$500,000 and \$9,999,999** - The authority given to the Executive Director/CEO will be limited to cumulative increases approved by the Executive Director/CEO of 25% of the original contract amount, or \$250,000, whichever is greater, and time extensions up to 25% of the original contract term.
 - c. **Original Contract Amounts greater than or equal to \$10,000,000 and less than \$50,000,000** - The authority given to the Executive Director/CEO will be limited to cumulative increases of 10% of the original contract amount, or \$2,500,000, whichever is greater, and time extensions up to 25% of the original contract term.
 - d. **Original Contract Amounts greater than or equal to \$50,000,000** - The authority given to the Executive Director/CEO will be limited to \$5,000,000 and time extensions up to 25% of the original contract term.
 - e. **Re-delegations** - The Executive Director/CEO may authorize the Deputy Executive Director, Chief Construction Officer, or Directors of a division having a direct reporting relationship to the Executive Director/CEO, to

further delegate authority to approve Amendments within their respective divisions, up to the limits set forth below:

\$500,000	Deputy Executive Director
\$200,000	Chief Construction Officer
\$100,000	Director (having direct reporting relationship to the Executive Director/CEO)
\$50,000	Deputy Director, Area Manager, and Senior Contracts Manager
\$25,000	Project Manager
\$15,000	Resident Engineer; Contract Administrator

Amendments approved pursuant to any re-delegation under this subsection are subject to the cumulative limitations for Amendments set forth in subsections a, b and c above.

- f. The **Executive Director/CEO** shall present to the Secretary of the SFMTA Board of Directors a completed original delegation of authority letter for each staff member receiving a delegation of authority. The Secretary of the SFMTA Board of Directors shall review the delegation letter and certify its conformance with the terms and conditions of this resolution. The re-delegation of authority shall be in effect once certified by the Secretary of the SFMTA Board of Directors.
3. **Revenue Contracts:** The Executive Director/CEO is authorized to approve all revenue contracts and cumulative modifications of such revenue contracts up to 50 percent of their original value unless the revenue contract is subject to approval by the Board of Supervisors under Charter Section 9.118.
4. **Fare Media Contracts:** The **Executive Director/CEO** is authorized to delegate the authority to the **Chief Financial Officer or the Senior Manager of Revenue**, to approve and execute agreements for the sale or distribution of fare media and fare cards where the commissions to be paid under such agreements are not expected to exceed \$250,000 in any calendar year.
5. **Commodity and General Services Contracts:** The **Executive Director/CEO** or his or her designee is authorized to approve contracts for commodities and services formerly subject to the sole approval of the Purchaser prior to the formation of the SFMTA; and be it

FURTHER RESOLVED, That all contracts and contract amendments on behalf of the SFMTA shall be in writing, shall be approved as to form by the City Attorney's Office, and be it

FURTHER RESOLVED, That the Executive Director/CEO shall submit a written report to the San Francisco Municipal Transportation Agency Board of Directors on a quarterly basis which shall summarize and describe all contract instruments executed and competitive solicitations issued pursuant to the delegations of authority granted above; and be it

FURTHER RESOLVED, That the SFMTA authorizes the Executive Director/CEO to accept work that has been satisfactorily completed, approve release of retention, and approve contract closeouts.

I certify that the foregoing resolution was adopted by the 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. : 13

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to approve price discount agreements with SFMTA contractors and vendors as part of the SFMTA's deficit reduction program.

SUMMARY:

- The SFMTA currently has an operating budget deficit of \$45-46 million for fiscal year 2009-10.
- The SFMTA has initiated a deficit reduction program to close current and future operating budget deficits; as part of this Program, staff has thus far identified savings to close half of the fiscal year 2009-10 deficit.
- The SFMTA sent letters to its contractors and vendors asking if they would consider partnering with the SFMTA in the SFMTA's deficit reduction program by agreeing to accept discounted payments in the current fiscal year and next two fiscal years.
- As of December 24, 2009, 88 contractors have expressed their willingness to accept discounted payments.
- Most of the reductions are expected to be in the range of 3-4% of the payments owed by the SFMTA to its contractors and vendors.

ENCLOSURES:

1. Resolution
2. List of Participating Contractors

APPROVALS:

	DATE
DIRECTOR OF DIVISION PREPARING ITEM _____	_____
FINANCE _____	_____
EXECUTIVE DIRECTOR/CEO _____	_____
SECRETARY _____	_____
ADOPTED RESOLUTION <u>Gail Stein</u> BE RETURNED TO	

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2

PURPOSE

This calendar item authorizes the Executive Director/CEO to enter into price discount agreements with SFMTA contractors and vendors as part of the SFMTA's deficit reduction program.

GOAL

This item will meet the following goal and objectives of the SFMTA Strategic Plan:

- Goal 4, Financial Capacity: To ensure financial stability and effective resource utilization.
 - 4.2 Ensure efficient and effective use of resources.

DESCRIPTION

Due to the poor economy and multiple years of reduced revenues, the SFMTA currently has an operating budget deficit of \$45-46 million for fiscal year 2009-10. While SFMTA staff has identified savings to close half of this deficit, steps still need to be taken to close the remainder of the deficit and balance the operating budget.

As one step to address current and future operating budget deficits, the SFMTA has sent letters to its contractors and vendors asking if they would consider accepting reduced payments in the current fiscal year and next two fiscal years. As of December 24, 2009, 88 contractors have expressed their willingness to accept reduced payments; the SFMTA continues to receive responses from contractors. Most of the reductions are expected to be in the range of 3-4% of the payments owed by the SFMTA to contractors and vendors, and the price reductions will not modify any other terms of the relevant contracts or purchase orders. A current list of the contractors who have indicated their willingness to participate is attached as Enclosure 2. Staff will be contacting the remaining contractors and vendors again to request their participation.

SFMTA staff is in the process of contacting each interested contractor and vendor to confirm their participation and to fix the amount of the reduction.

The SFMTA expects that this Program will remain in effect through the end of fiscal year 2011-12.

ALTERNATIVES CONSIDERED

The SFMTA could decline to pursue the Deficit Reduction Program, but such an action would make it more difficult to address current and future operating budget deficits.

PAGE 3

FUNDING IMPACT

The deficit reduction program will help the SFMTA to close current and future operating budget deficits.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Some discount agreements may require approval from the Board of Supervisors.

The City Attorney's Office has reviewed this Calendar Item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Executive Director/CEO to enter into agreements with SFMTA contractors and vendors to accept their offers for the SFMTA to reduce its payments to them as part of the SFMTA's deficit reduction program.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Due to the poor economy and multiple years of reduced revenues, the San Francisco Municipal Transportation Agency (SFMTA) currently has an operating budget deficit of \$45-46 million for fiscal year 2009-10; and

WHEREAS, As one step to address current and future operating budget deficits, the SFMTA has sent letters to its contractors and vendors asking if they would consider accepting discounted payments from the SFMTA in the current fiscal year and the next two fiscal years; and

WHEREAS, The SFMTA has received responses from numerous contractors expressing their willingness to partner with the SFMTA by accepting reduced payments from the SFMTA; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to approve agreements with SFMTA contractors and vendors, under which the contractor or vendor agrees to accept discounted payments from the SFMTA in full satisfaction of amounts that would otherwise be due; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to request approval from the Board of Supervisors of any such agreement where Board of Supervisors approval is required.

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

ENCLOSURE 2

List of Participating Contractors

No.	Contractors
1.	Acme Surplus
2.	Ad Club Advertising
3.	Advanced Printing
4.	Affinity Resources Co. Inc.
5.	Air Dale Compressors Inc.
6.	Alouis Auto Radiator Inc.
7.	Always Under Pressure
8.	Applied Air Filters, Inc.
9.	Ashbury Images
10.	Automatic Door Systems, Inc.
11.	BackFirst
12.	Batteries U.S.A. Inc.
13.	Bay Area Tents – Special Events
14.	Bearcom Wireless
15.	Bearing Agencies Inc.
16.	Bearing Engineering
17.	Betts Truck Parts & Services
18.	Bullzeye Installation
19.	Byron Epp Inc.
20.	California Parking Co.
21.	Capture Technologies, Inc.
22.	Charles Ogle (Tooling)
23.	City CarShare
24.	Cubic Transportation Systems
25.	Donovan's Pest Control, Inc.
26.	El Mensajero Newspaper
27.	FDC Construction Inc.
28.	First Automotive Dist.
29.	Fleet Industrial Sales
30.	Ford Graphics
31.	Fregosi & Co. Paints
32.	Gales Creek Enterprises of Oregon Ltd.
33.	Gilbert Tweed Associates
34.	Golden Gate Disposal & Recycling Co.
35.	H3 Supplies
36.	Impulse Inc.
37.	Industrial Battery Svcs. Inc.
38.	Industrial Wire Supply
39.	Intergraphics.com
40.	Interior Motions

No.	Contractors
41.	International Fire Inc.
42.	Irvine & Jackens Inc.
43.	J R Peters Co.
44.	K-119 of California, Inc.
45.	Knorr Brake Corp.
46.	Kraft Industrial Supply
47.	Magnetic Ticket & Label Corp.
48.	Manufacturer's Warehouse
49.	MM Mfg
50.	Murphy & Simi Co.
51.	Output Printing
52.	Pacific Automotive Co.
53.	Pacific Rim Fall Protection, Inc.
54.	Palmer Group LLC
55.	Papillon Products, LLC
56.	Parsons Brinckerhoff
57.	Penn Machine Co.
58.	Plywood and Lumber Sales
59.	PRWT Services
60.	Rebarber
61.	Royal Brass Inc.
62.	RR Donnelley
63.	RTC Mfg, Inc.
64.	S&C Ford Or SF Ford Lincoln Mercury
65.	San Mateo Electronics
66.	Schindler Elevator Corp.
67.	Serco Inc.
68.	SF Parking dba: City Park
69.	Shoreline Diesel Maintenance
70.	Somerset Printing
71.	Spotlight Promotions
72.	Sta Clean Products
73.	TEC Equipment
74.	Tech Depot – an Office Depot Co.
75.	The Chair Place
76.	The Gordian Group
77.	The Mitchell Group Copy Services
78.	The Wright Gardner
79.	Transit Resources
80.	TransTech of SC, Inc.
81.	Uptime Resource
82.	US Gas & Equipment
83.	Utility Aerial, Inc.
84.	Vincent Electric

No.	Contractors
85.	Waste Oil Recovery Systems, Inc.
86.	WestWind Trading Co.
87.	Williams MFG
88.	Zep Manufacturing