

THIS PRINT COVERS CALENDAR ITEM NO.: 11.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets – Transportation Engineering

BRIEF DESCRIPTION:

Approving various routine traffic and parking modifications.

SUMMARY:

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

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: November 2, 2010

PAGE 2.

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 – TOW-AWAY NO STOPPING ANYTIME – Loomis Street, west side, from Waterloo Street to 20 feet northerly; Loomis Street, west side, from Waterloo Street to 10 feet southerly; and Loomis Street, east side, from 26 feet south of Waterloo Street to 191 feet north of Waterloo Street (257 foot zone). **PH 10/1/10 Requested by Business.**

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 – TOW-AWAY NO STOPPING ANYTIME – Loomis Street, west side, from Waterloo Street to 20 feet northerly; Loomis Street, west side, from Waterloo Street to 10 feet southerly; and Loomis Street, east side, from 26 feet south of Waterloo Street to 191 feet north of Waterloo Street (257 foot zone).

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. : 13

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION: Resolution authorizing the Executive Director/CEO to execute a Memorandum of Understanding with each city agency to provide work order services to the San Francisco Municipal Transportation Agency.

SUMMARY:

- The San Francisco Municipal Transportation Agency (SFMTA) receives work order services from various city agencies currently budgeted at \$60.4M for FY 2010-2011.
- The final FY 2010-2011 work order budget reflects a technical adjustment increase of \$1.14M or 1.9% to the SFMTA Board approved work order budget.
- The Executive Director/CEO is authorized, with the approval of the FY 2010-2011 operating budget, to make clerical and technical adjustments, in aggregate, not to exceed five percent of the total operating budget.
- Work orders can generally be categorized into three types of services: 1) SFMTA's allocated share of city-wide services, 2) direct services requested by the SFMTA and 3) services paid by SFMTA for public safety and health.
- At the request of the SFMTA Board and the Board of Supervisors, the Controller's Office conducted a review of the FY 2008-2009 SFMTA work orders and recommended that the SFMTA enter into a written Memorandum of Understanding (MOU) with each city agency that provides services to the SFMTA.
- SFMTA staff drafted and distributed a template MOU to city agencies to establish an agreement with the SFMTA that would identify services, frequency and timeliness of billing and set rates for services.

ENCLOSURES:

1. SFMTAB Resolution
2. EXHIBITS A.1 – A.25 (MOUs)

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO: Sonali Bose

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

The purpose of this calendar item is to authorize the Executive Director/CEO to execute a Memorandum of Understanding with each city agency that provides work order services to the San Francisco Municipal Transportation Agency (SFMTA) in accordance with the SFMTA Reform Package and recommendations outlined in the Controller's Office work order review.

GOAL

Approval would assist the SFMTA in meeting the following strategic goals:

Goal 3 - Financial Capacity: To ensure financial stability and effective resource utilization.
Objective 4.2 – Ensure the effective use of resources.

DESCRIPTION

The approved operating budget related to work order services totals \$60.4M for FY 2010-2011. \$60.4M is also budgeted for FY 2011-2012. The SFMTA receives services from various city agencies for services that generally can be categorized into three types of work orders:

- SFMTA allocated share of city-wide services determined by a city agency
- Direct services requested and provided to the SFMTA
- Services paid by SFMTA for public safety and public health

The SFMTA Board of Directors and the Board of Supervisors requested the Controller's Office to conduct a review of the SFMTA work orders in an effort to control expenditures and enhance support services to the SFMTA. The Controller's Office completed a review of the FY 2008-2009 SFMTA work orders in April 2010. The review found that the SFMTA did not have a written agreement with every city agency that provides services and recommended that the SFMTA enter into a written Memorandum of Understanding (MOU) with each city agency to outline services and billing requirements.

SFMTA staff drafted and distributed a template MOU to city agencies for submission to the SFMTA. The template MOU incorporates recommendations of the Controller's Office and requires city agencies to identify services, frequency and timeliness of billing, itemized costs and rates. The MOUs for work order services will establish a foundation to ensure that services paid for by the SFMTA are adequate, measurable and justified.

Table 1 below lists the city agencies, the amount budgeted for work order services and describes the services that are provided.

MOU EXHIBIT(S)	DEPARTMENT	FY 2010-2011 APPROVED BUDGET	DESCRIPTION OF SERVICES
A.1	311 CALL CENTER	\$5,748,478	<ul style="list-style-type: none"> • 311 Call Center Services based on percentage of SFMTA related calls.
A.2	BOARD OF SUPERVISORS	\$28,322	<ul style="list-style-type: none"> • Organization Membership and Representation in the National League of Cities, National Association of Counties, California State Association of Counties, League of California Cities.
A.3	BUILDING INSPECTION	\$43,257	<ul style="list-style-type: none"> • Collection of SFMTA TIDF development fees.
A.4a A.4b	BUS & ECONOMIC DEVELOPMENT	\$239,956	<ul style="list-style-type: none"> • Supports City Build initiative to provide construction training to San Francisco residents in order to provide jobs on San Francisco public projects.
A.5	CENTRAL SHOPS ➤ FUEL STOCK ➤ AUTO MAINTENANCE	\$2,198,147	<ul style="list-style-type: none"> • Fuel purchases for non-revenue vehicles. • Maintenance of non-revenue vehicles. • Vehicle purchasing support.
A.6	CITY ATTORNEY	\$12,510,442	<ul style="list-style-type: none"> • Legal services for all internal and external lawsuits, claims, and settlements. • Review of professional and construction contracts, and for providing general legal advice.
A.7	CITY PLANNING	\$100,000	<ul style="list-style-type: none"> • Program review and planning work required under the California Environment Quality Act (CEQA) for various projects.
A.8	CIVIL SERVICE	\$140,000	<ul style="list-style-type: none"> • Services include advice on personal services contracts, certification and selection, probationary periods, backgrounds, examinations, future employment restrictions, appealable matters, working on Rule changes, and meeting with labor organizations on merit system issuers.
A.9	CONTROLLER ➤ MANAGEMENT SERVICES ➤ FINANCIAL SYSTEMS ➤ INTERNAL AUDITS ➤ eMERGE	\$2,806,982	<ul style="list-style-type: none"> • Budget and Performance Measurement System. • City's financial system such as FAMIS and ADPICS. • Audit of parking garages, SFMTA Planning and Administration, Parking and Traffic projects, Taxi, and other general-purpose annual or semi-annual audits. • Project eMerge integrating human resources and payroll functions to provide

MOU EXHIBIT(S)	DEPARTMENT	FY 2010-2011 APPROVED BUDGET	DESCRIPTION OF SERVICES
			increased capabilities and improved business reporting city-wide.
A.10	DISTRICT ATTORNEY	\$26,111	<ul style="list-style-type: none"> • Graffiti removal prosecution services. • Position cost is shared by DPW, SFMTA, and PUC.
A.11	ENVIRONMENT	\$18,529	<ul style="list-style-type: none"> • Integrated Pest Management Program (IPM). Services include reviewing exemption requests for pesticide products, conducting toxicological screenings, and providing pesticide applicator user trainings and web-based pesticide database trainings.
A.12	HUMAN RESOURCES	\$235,000	<ul style="list-style-type: none"> • SFMTA-related services which remain the responsibility of DHR after Prop E implementation.
A.13	HUMAN RIGHTS	\$244,140	<ul style="list-style-type: none"> • Citywide Surety Bond Program. • Certification, Waiver Request and availability study services for Admin. Code Chapter 14B Small and Micro Local Business Enterprise Program and Contract Compliance, Certification and Waiver Request services for Chapter 12B Equal Benefits Program.
A.14	LABOR STANDARDS ENFORCEMENT	\$138,810	<ul style="list-style-type: none"> • Ensures that project contractors and personal services contracts are in compliance with the prevailing wage requirements, the City's Minimum Compensation Ordinance, the Health Care Accountability Ordinance, and other labor standards and regulations required in the City Charter.
A.15	MAYOR'S OFFICE SERVICES	\$181,110	<ul style="list-style-type: none"> • Portion of the salary cost of staff for directing and coordinating among departments the City's Greening projects. • Reflects the SFMTA's cost share of State/Federal/San Francisco lobbyist contracts budgeted under the Mayor's Office.
A.16	POLICE <u>MOU approved 6/19/09</u>	\$12,254,666	<ul style="list-style-type: none"> • Transit police security program. • SFPD's traffic control services to the public. • Taxi Enforcement services.

MOU EXHIBIT(S)	DEPARTMENT	FY 2010-2011 APPROVED BUDGET	DESCRIPTION OF SERVICES
A.17a A.17b	PUBLIC HEALTH	\$500,000	<ul style="list-style-type: none"> Occupational Health Services for the respirator fit testing, ergonomics program management, pre-employment medical examinations and ongoing mandatory health exams for employees exposed to certain hazards. Toxic waste and hazardous materials storage and removal.
A.18	PUBLIC WORKS <ul style="list-style-type: none"> ➤ STREET CLEANING ➤ STREET REPAIR ➤ BUILDING REPAIR ➤ CONSTRUCTION MANAGEMENT ➤ GENERAL ➤ ADMINISTRATION ➤ STREET REPAIR ➤ ARCHITECTURE 	\$1,875,726	<ul style="list-style-type: none"> Graffiti removal, Muni bus platform maintenance, and waste disposal services. Street paving services and trolley pole installations. Inspection and repair sidewalk damages caused by parking meters. Building maintenance and repair services. Services include DPW's Metal Shop work and cement mason work, concrete repair around meter posts, repair jobs requested by Muni's Overhead Lines Maintenance Unit, building repair and tree services at the 10th/Bryant Street lot occupied by the Enforcement Abandoned Vehicle Unit, and regular maintenance services provided to Traffic Sign Shop's air and ventilation system. Bureau of Construction Management Unit, for assisting the SFMTA in determining the characteristics, risk factors and appropriate mitigative measures associated with environmental contaminants obtained through property acquisitions and other sources. Architecture services provided to SFMTA's Transportation Planning & Development Division - Construction Project Support Services Section.
A.19a A.19b A.19c A.19d	PUBLIC UTILITIES <ul style="list-style-type: none"> ➤ LIGHT HEAT & POWER ➤ SEWER SERVICE CHARGES ➤ WATER CHARGES ➤ CLEAN WATER 	\$5,117,744	<ul style="list-style-type: none"> Electricity used to operate trolley buses, light rail, historic streetcars, and cable car service. Lighting cost at off-street metered parking lots. Electrical power for all traffic signals. Utility bills at various operating facilities. Water and sewer expenses at off-street

MOU EXHIBIT(S)	DEPARTMENT	FY 2010-2011 APPROVED BUDGET	DESCRIPTION OF SERVICES
			<p>parking lots and other operating facilities.</p> <ul style="list-style-type: none"> • Clean Water Program for unclogging the sewer lines in the open metered parking lots.
A.20	PURCHASING	\$573,681	<ul style="list-style-type: none"> • Provide Procurement and Contract Services
A.21	REAL ESTATE	\$5,993,184	<ul style="list-style-type: none"> • Rent at 1 South Van Ness and other SFMTA occupied buildings owned by the City. • Rental and lease negotiation services and for services related to parking garage management agreements and property leasing.
A.22	RISK MANAGER	2,093,480	<ul style="list-style-type: none"> • Property Insurance for Muni Railway rolling stock. • Property Insurance for Breda Light Rail Vehicles (LRV). • Group Life and Accidental Death Insurance as provided in the Transit Workers Union Local 250A (TWU) contract. • Felonious Assault Insurance for transit operators. • Garage Keeper Liability Insurance. • Auto/Transit Liability Insurance. • Risk Management Services.
A.23a A.23b	SOCIAL SERVICES	821,990	<ul style="list-style-type: none"> • DHS's 170 workfare clients who work for Muni Railway. • Cost for administering Lifeline fast Pass distribution and income eligibility test for qualifying participants.
A.24	TAX COLLECTOR	375,000	<ul style="list-style-type: none"> • Charges paid to a credit card processor for processing credit card transactions. • Personnel expenditures incurred for the implementation of the Revenue Control Equipment Program. • Provides Muni pass and other transit tickets sales.
A.25	TECHNOLOGY ➤ INFRASTRUCTURE ➤ TELEPHONE ➤ ISD SERVICES ➤ CITYWATCH (AAO)	\$6,177,908	<ul style="list-style-type: none"> • Allocated portion of the city-wide infrastructure maintenance cost. • Charges for land line, cellular, pager usage, and other pass-through telephone costs.

MOU EXHIBIT(S)	DEPARTMENT	FY 2010-2011 APPROVED BUDGET	DESCRIPTION OF SERVICES
	<ul style="list-style-type: none"> ➤ MAIL SERVICE ➤ REPRODUCTION 		<ul style="list-style-type: none"> • Operating costs for wireless services, application development, technology and engineering support, and other pass-through costs. • SFMTA Board Meetings on SFGTV. • Interoffice mail delivery and pickup of outgoing US mail at designated locations. • Printed materials such as pamphlets that provide community outreach for service-related issues, parking citation notices and permit renewal notices, citation and permit forms, report and transportation plans for citywide distribution, and SFMTA's annual budget books.
	TOTAL	\$60,442,663	

FUNDING IMPACT

The approved FY 2010-2011 Operating Budget reflects the amounts stated in the MOUs. The final FY 2010-2011 work order budget reflects a technical adjustment increase of \$1.14M or 1.9% to the SFMTA Board approved work order budget. The Executive Director/CEO is authorized, with the approval of the FY 2010-2011 operating budget, to make clerical and technical adjustments, in aggregate, not to exceed five percent of the total operating budget.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

RECOMMENDATION

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors authorize the Executive Director/CEO to execute the Memorandums of Understanding with each city agency that provides work order services to the SFMTA.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) receives work order services from various city agencies currently budgeted at \$60.4M for FY 2010-2011; and,

WHEREAS, Work orders generally are used to pay for SFMTA allocated share of city-wide services, direct services requested by the SFMTA and services paid by SFMTA for public safety and health; and,

WHEREAS, The SFMTA Board and the Board of Supervisors requested that the Controller's Office conducted a review of SFMTA work orders; and,

WHEREAS, The Controller's Office completed a review of the FY 2008-2009 SFMTA work orders on April 30, 2010; and,

WHEREAS, The Controller's Office recommends that the SFMTA enter into an Memorandum of Understand for each city agency that provides work order services to the SFMTA; and,

WHEREAS, The final FY 2010-2011 work order budget reflects a technical adjustment increase of \$1.14M or 1.9% to the SFMTA Board approved work order budget; and,

WHEREAS, The Executive Director/CEO is authorized, with the approval of the FY 2010-2011 operating budget, to make clerical and technical adjustments, in aggregate, not to exceed five percent of the total operating budget; and,

WHEREAS, It is in the best interest of the SFMTA to use services of the following City departments to assist the SFMTA in performing its duties: 311 Call Center, Board of Supervisors, Building Inspection, Business and Economic Development, Central Shops, City Attorney's Office, City Planning, Civil Service, Controller's Office, District Attorney's Office, Environment, Human Resources, Human Rights, Labor Standards Enforcement, Mayor's Office, Police, Public Health, Public Works, Public Utilities, Purchasing, Real Estate, Risk Manager, Social Services, Tax Collector and Technology; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to enter into a Memorandum of Understanding with each city department identified above in substantially the form attached hereto as Exhibit A.

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

EXHIBIT A.1

**Memorandum of Understanding for Customer Information and Services
Between
General Services Agency's
311 Customer Service Center
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between the General Services Agency, 311 Customer Service Center ("311"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and 311 agree to take the following actions in order for 311 to provide SFMTA's customers with services and information related to all SFMTA divisions, including detailed reports regarding SFMTA operations.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by 311, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND 311 AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

Services are described briefly below and more fully described in Attachment A:

311 is the City's call center for government information and non-emergency services. Broadly, 311 provides SFMTA customers with information about all SFMTA related matters, including but not limited to Parking, Muni and Taxi services. 311 also handles the intake of service requests from the public by phone relating to SFMTA related matters. 311 also designs online options which allows customers to obtain SFMTA related information or submit SFMTA related requests via the 311 portal.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay 311 actual work-time costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. In the event SFMTA requests an additional service requiring customized forms or reporting, or

activation of a non-existing functionality, 311 may require SFMTA to cover the costs associated with the requests and will not incorporate such changes unless it is mutually agreed between SFMTA and 311. The SFMTA will only pay 311 after receiving and reviewing that documentation and confirming its accuracy. 311 and the SFMTA 311 Liaison will review and validate the documentation on a quarterly basis.

2. Agency Commitments.

311 shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

311 shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the SFMTA services rendered under this MOU, the work-time percentage and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and 311 shall agree on the form and contents of the documentation and reports. At a minimum, however, the information provided by 311 must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, 311 shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

Similarly, should SFMTA request a reduction of service that could lead to a change of over 10% of work time, SFMTA must provide 311 with at least 180 days notice to provide 311 with adequate planning for workforce reductions governed by collective bargaining agreements and operational changes associated with the a significant change in call volume.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. 311 shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties. The terms of this MOU shall be amended if service changes or management decisions result in a forecast or actual change of 10% or greater in SFMTA related interactions across all contact channels.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be:

Nancy Alfaro

Director

311 Customer Service Center

City and County of San Francisco

Direct: 701-3137

Cell: 260-4724

Email: nancy.alfaro@sfgov.org

The SFMTA's designated contact person for this MOU shall be:

Steven Lee

Manager

Financial Services and Revenue Contracts, Finance and Information Technology Division

San Francisco Municipal Transportation Agency

Direct: 701-4592

Email: Steven.Lee@sfmta.com

The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying 311 in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from 311 and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and 311 are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and General Services Agency/City Administrator's Office, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and 311 and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
311 Customer Service Center

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
NANCY ALFARO
Executive Director

311 CUSTOMER SERVICE CENTER MOU—Attachment A

Fiscal year:	2011
Total MOU Amount:	\$5,748,478 (Budgeted)
Requesting Department:	SFMTA
Department Fund:	
Performing Department:	GENERAL SERVICES AGENCY
Program:	311 CUSTOMER SERVICE CENTER
Department Fund:	705029
Program:	
Object:	

Description of Services:

The 311 Center is the City's call center for government information and non-emergency services. The 311 Center provides the public with quick and easy access to all San Francisco government services and information and multiple channels of contact including phone, email, Twitter, the online self service portal and Open311. These services are provided 24 hours a day, 7 days a week, and 365 days a year. A contracted interpreter service provides these services in 175 languages. The 311 Center's service level agreement is to answer 50% of all calls in 60 seconds. In FY2010, the 311 Center's service level was 74%.

Specific SFMTA customer services provided by the 311 Center include:

- Muni bus route information
- Next arrival information
- Updates on service disruptions
- General SFMTA information
- Complaint and compliment reporting (Muni, Taxi, Parking)
- Lost and found reporting
- Abandoned vehicle reporting
- Street sign repair and replacement requests
- Parking and traffic construction permits
- Curb painting appointments and requests
- SFMTA Damaged Property Report (Parking Meters, Bike Racks, Traffic Signals)
- Blocked driveway complaints
- Taxi Commission information
- An online "self service" portal for SFMTA services
- Other customized reporting

Activities provided by the 311 Center to successfully support these activities include:

- SFMTA-specific Customer Service Representative (CSR) training
- On-going quality assurance of CSR calls
- Regular Website upgrades
- Customized reporting provided to SFMTA management
- Language Line interpretation services contract management

Billing:

Operating costs allocated to the SFMTA will be based on the percentage of total 311 Center work time represented by calls for service or information falling under SFMTA's jurisdiction, for example Parking, Muni, or Taxi-related requests. This includes the amount of time a CSR spends with a caller during an interaction, and conducting necessary research or follow up to calls and web-based requests for services and information. We forecast SFMTA's work time to remain steady, at about 60%. However, the 311 Center will revise the forecast, quarterly, to provide the best and most accurate figure. Below is a summary of the 311 Center's operating costs and the portion covered by SFMTA.

Historic and Budgeted Operating Costs, Recovery:

Cost Description	FY09 Actuals (\$)	FY10 Actuals (\$)	FY11 Budgeted (\$)*
SALARY EXPENSES	6,036,929	6,084,051	5,428,646
FRINGE EXPENSES	2,067,513	2,364,614	2,355,934
TOTAL SALARY AND FRINGE	8,104,441	8,448,664	7,784,580
NON PERSONNEL EXPENSES	122,285	124,263	387,500
MATERIALS AND SUPPLIES EXPENSES	58,365	22,858	20,000
DEBT SERVICE EXPENSES	1,011,016	1,011,076	0
SERVICES OF OTHER DEPT	1,647,530	1,202,990	1,311,634
TOTAL NON SALARY EXPENSES	2,839,197	2,361,187	1,719,134
TOTAL EXPENSES	10,943,638	10,809,851	9,503,714
RECOVERD FROM SFMTA	6,638,498	6,387,198	5,748,478
% OF TOTAL OPERATING COST	60.7%	59.1%	60.5%

* SFMTA will be billed on Actuals as reported by the Executive Information System

Documentation:

The 311 will provide SFMTA with Budget Actuals and counts detailing SFMTA-related Service Requests, Knowledge Base Impressions, and Detailed Knowledge Base Community and Solutions.

EXHIBIT A.2

**Memorandum of Understanding
for Organization Membership and Representation Services
Between
Board of Supervisors
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 15th day of October, 2010 (the “Effective Date”) by and between Board of Supervisors (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide Organization Membership and Representation Services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$28,322** (Twenty-eight thousand , twenty-two dollars) to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

Organization Membership and Representation in the National League of Cities, National Association of Counties, California State Association of Counties, League of California Cities. Services include, but are not limited to:

- Program participation (e.g. savings programs)
- Federal funding lobbying services
- Awards and recognition program participation
- Educational and professional development program participation
- Board and Committee representation
- Publications and subscriptions

A budget section with all relevant information, such as job classifications, overhead and

any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be the **Clerk of the Board, Angela Calvillo**. The SFMTA's designated contact person for

this MOU shall be **Steven Lee, 701-4592**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO BOARD OF
SUPERVISORS

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Angela Calvillo
Clerk of the Board

Board of Supervisor's MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$28,322
Requesting Department:	SFMTA
Program:	BEG
Department Fund:	5MAAAOHF
Object:	689008/081BD
Performing Department:	Board of Supervisors

Description of Services:

Organization Membership and Representation Services to the SFMTA.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.3

**Memorandum of Understanding
for
Transit Impact Development Fee Services
between
Department of Building Inspection
and
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between Department of Building Inspection (the “Department”), and the **San Francisco Municipal Transportation Agency** (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide Development Impact Fee Collection Services to the SFMTA.
- B. This MOU applies to the existing Transit Impact Development Fee (TIDF) collection services provided by the Department to SFMTA. In addition, however, the parties intend that the process described in this MOU for providing TIDF collection services shall also serve as the process for services in relation to any additional development impact fees adopted by SFMTA during the term of this MOU.
- C. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- D. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to \$43,257.43 to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

For FY 2010-11, the Department will provide the following to SFMTA at no cost, as necessary for SFMTA staff to fulfill its functions in the determination and collection of SFMTA Development Impact Fees: office space, desk, and other resources, including access to DBI’s Permit Tracking System (PTS) and Papervision System containing project plans and records. This MOU does not cover the cost of supplies, programming of any fee changes or programming required to produce special reports. SFMTA will be charged for programming at the standard hourly rate for administration per San Francisco Building Code, Section 110.A, Table 1A-D-

Standard Hourly Rates. During renegotiation of the contract for FY 2011-12, the charges for these resources will be re-evaluated.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, is included in Attachment A to this MOU, Scope of Services.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy, subject the dispute resolution procedure set forth in paragraph 8, below.

2. Department Commitments.

The Department shall provide SFMTA with the collection services described in paragraph 1 above and Attachment A, Scope of Services.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates.

The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

5. 6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU

shall be DBI Deputy Director Administrative Services, 1660 Mission, 6th Floor, San Francisco, CA, 94103. The SFMTA's designated contact person for this MOU shall be SFMTA TIDF Administrator, 1 S. Van Ness Avenue, 8th Floor, San Francisco 94103 or Steven Lee, 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This MOU sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
DEPARTMENT OF BUILDING
INSPECTION

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
VIVIAN L. DAY, C.B.O.
Director

Department of Building Inspection MOU—Attachment A
Scope of Services

Fiscal year:	FY 2010 - 2011
Total MOU Amount:	\$43,257.43
Requesting Department:	MTA
Department Fund:	5MAAAOHF
Performing Department:	Department of Building Inspection
Department Fund:	2S-BIF-ANP
Program:	BE1
Object:	683013/081BI
Program:	BAN, Administrative Services
Object:	086PT
Source of Funds:	TIDF Fund Account 352301

Description of Services:

- DBI staff will provide to SFMTA Transit Impact Development Fee (TIDF) staff copies of permit applications and project plans, as they are filed with DBI, for development projects potentially subject to the TIDF.
- DBI staff will collect on behalf of and transfer daily to SFMTA the TIDF collected, and provide monthly reports to SFMTA listing the projects and amount of TIDF paid at issuance of building permit, and if deferred at issuance of certificates of occupancy, amount of TIDF deferred and applicable deferral charges.
- DBI will track deferrals of TIDF throughout the permit process, calculate the final impact fee surcharge and transfer the amount received to SFMTA.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

Position Title	Class	Hours	Hourly Rate	Total
Principal Clerk	1408	20/wk = 1,040	\$29.7125	\$30,901.00
Cashier	4321	1/wk = 52	\$24.1500	<u>\$ 1,255.88</u>
Subtotal				\$32,156.88
Fringes		34.52 % of compensation		<u>\$ 11,100.55</u>
Total				\$43,257.43

EXHIBIT A.4a

Memorandum of Understanding for OEWD Staff Services Between The Office of Economic and Workforce Development And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between the Office of Economic and Workforce Development (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide staff time related to management of transit and traffic issues with respect to Citywide civic, business and other special events to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$80,956** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

Staff time of Martha Cohen, Director of Special Events, for the management of transit and traffic issues related to all Citywide civic, business and other special events.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Jennifer Entine Matz (415) 554-6511**. The SFMTA's designated contact person for this MOU shall be Steven Lee (415) 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith

meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
JENNIFER ENTINE MATZ
Director

Office of Economic and Workforce Development MOU—Attachment A

Fiscal year:	2010-2011
Total MOU Amount:	\$80,956
Requesting Department:	SFMTA
Department Fund:	5MAAAOHF
Performing Department:	Office of Economic and Workforce Development
Program:	BK5 – Economic Development
Department Fund:	1G AGF AAP
Program:	BEG
Object:	689008/081ED

Description of Services:

Staff time for Martha Cohen, Director of Special Events, for the management of transit and traffic issues related to all Citywide civic, business and other special events.

Billing:

OEWD will provide to the SFMTA payroll documentation that includes the salary and fringe amounts for each pay period for Martha Cohen to support the work order billing. The total FY 10-11 billing will not exceed the specified work order amount totaling \$80,956.

The Department shall bill quarterly based on actual cost incurred for the services provided.

Class	Position Title	Hours	Hourly Rate	Total
0922	Manager I	Up to 1,123	72.13	\$80,956

0922 – Manager I

HOURLY COST	\$52.35
Mfb	37.78%
Pto	0
overhead	0
total hourly	\$72.13

EXHIBIT A.4b

Memorandum of Understanding for CityBuild Academy Services
Between
The Office of Economic and Workforce Development
And
The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between **the Office of Economic and Workforce Development** (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide support for the Department’s community-based organization partners in the daily operations of the CityBuild Academy.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$159,000** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A: OEWD shall utilize these funds towards Community Based Organization Services to provide program coordination, operation, and supportive services for the CityBuild Academy, a 14-week construction pre-apprentice training. OEWD shall complete two cycles of training during the fiscal year. Program coordination and operation shall include recruitment, assessment, job readiness training, and overall management of the program. Supportive services shall include case management and barrier-removal services, transportation, boots and tools, etc. Through this training, OEWD shall prepare its graduates to perform work on SFMTA construction projects as union trades workers.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Guillermo Rodriguez (415) 581-2311**. The SFMTA's designated contact person for this MOU shall be Steven Lee (415) 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall

describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
JENNIFER ENTINE MATZ
Director

Office of Economic and Workforce Development MOU—Attachment A

Fiscal year:	2010-2011
Total MOU Amount:	\$159,000
Requesting Department:	SFMTA
Department Fund:	5MAAAOHF
Performing Department:	Office of Economic and Workforce Development
Program:	Workforce Training
Department Fund:	1G/AGF/AAP
Program:	BEG
Object:	689008/081ED

Description of Services:

Pursuant to this MOU, SFMTA will provide funding to the Office of Economic and Workforce Development towards supporting community-based organization partners in the daily operations of the CityBuild Academy.

CityBuild will conduct two cycles of the CityBuild Academy, an intensive 14-week pre-apprenticeship training designed to prepare disadvantaged San Francisco residents for a career in the union trades. Upon graduation, CityBuild facilitates the entry of Academy graduates into union apprenticeship programs. Through OEWD's role as First Source Hiring Administrator, CityBuild secures commitments from contractors to sponsor graduates to work on SFMTA projects.

As an in-kind service, CityBuild Workforce Compliance Officers and Employment Liaisons support SFMTA staff in monitoring contractor compliance on a number of workforce participation goals, and assist SFMTA contractors with referrals of qualified San Francisco residents towards meeting those goals. Workforce goals include the First Source Hiring Program, federal workforce goals around female and minority participation, and apprentice participation as mandated by CA state labor code. Efforts will be focused on the Utility Relocation Phase and Tunneling Phase of the Central Subway Project, and a number of SFMTA JOC (job order contract) projects.

CityBuild activities include regular meetings with SFMTA prime and subcontractors, developing workforce plans with contractors, responding to job notice requests by referring San Francisco trades workers, coordinating efforts with the appropriate trade union, tracking workforce participation through the Elation Systems, and attending SFMTA Community Advisory Group meetings and other SFMTA outreach events.

Pursuant to this MOU, SFMTA will provide funding to the Office of Economic and Workforce Development to help support for the Department's community-based organization partners in the daily operations of the CityBuild Academy (specified above and below) at a cost of \$159,000 in FY 2010-2011.

Billing:

Vendors

Mission Hiring Hall & Florence Crittenton Services

Description of Services

Services include comprehensive client engagement and supportive services related to the daily operations of the CityBuild Academy including recruitment, intake eligibility screening, assessment, management of CBA Support Services CBOs, completion of Job Readiness training, ongoing case management, and coordinating efforts with CityBuild staff.

Annual Cost, FY 2010-2011

\$159,000

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.5

**Memorandum of Understanding for Auto Repairs, Fuel, Leasing and Equipment
Specification Development Services
Between
Fleet Management/Central Shops of the General Services Agency
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between GSA-Fleet Management/Central Shops (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide auto repairs, fuel, vehicle leasing and equipment specification development services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$2,198,150** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A.

GSA-Fleet Management/Central Shops shall provide auto repairs, fuel, leasing, equipment specification development, and other automotive services as needed by the SFMTA.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Tom Fung at tom.fung@sfgov.org. The SFMTA's designated contact person for this MOU shall be Steven Lee at steven.lee@sfmta.com. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project

managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
GSA-Fleet Management/Central Shops

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Tom Fung
Director of Fleet Management

**GSA-Fleet Management/Central Shops
And
San Francisco Municipal Transportation Agency
MOU—Attachment A**

Fiscal year:	FY2010-11
Total MOU Amount:	\$2,198,150
Requesting Department:	SFMTA
Department Fund:	Various
Performing Department:	GSA-Fleet Management/Central Shops
Program:	N/A
Department Fund:	6I CSF CSF
Program:	BE2, BE3, BE6, BEN
Object:	081

Description of Services:

GSA-Fleet Management/Central Shops will provide to the SFMTA automotive repair and related services. Services will be performed at 1800 Jerrold Avenue and at 950 Bryant Street during regular business hours, Monday to Friday, exclude holidays.

Services to be performed may include:

- a. Auto maintenance and repair services.
- b. Smog Check inspections.
- c. Auto body and paint services.
- d. Metal fabrication and machine shop services.
- e. Motor fuel (gas, diesel, propane, compress natural gas) at Department operated and contracted stations.
- f. Equipment specification development services.
- g. GSA-Vehicle Leasing Program vehicles.
- h. New equipment get-ready and surplus equipment disposal services, to include but not limited to, equipment inspections, DMV titling and documentations, install and remove City seals and markings, auction transports, auctioneer's fees and commissions.
- i. Other services as requested by the SFMTA drivers, operators and/or representatives.

Billing:

Department will assign staff resources to perform services as requested. The fee, based on a fully-burdened cost allocation formula, for Fiscal Year 2010-11 is as follow:

Class Number	Class Title	Hourly Rate	Assignment
0933	Fleet Director	\$107.28	
0923	Operations Director	\$107.28	By task
7277	Assistant Superintendent	\$107.28	By task
7249	Auto Mechanic Supervisor I	\$87.28	By task
7381	Auto Mechanic	\$87.28	By task
7410	Auto Service Workers	\$87.28	By task

Class Number	Class Title	Hourly Rate	Assignment
7306	Body and Fender Worker	\$87.28	By task
7309	Car and Auto Painter	\$87.28	By task
7254 #1	Auto Machinist Supervisor I	\$107.28	By task
7254 #2	Equipment Specification Developer	\$107.28	By task
7315	Auto Machinist Assistant Supervisor	\$107.28	By task
7313	Auto Machinist	\$107.28	By task
1935	Principal Parts Storekeeper	Per markup schedule	By task
1929	Parts Storekeeper	Per markup schedule	By task

Markup Schedule:

- Fuel markup rate is \$0.287 per gallon.
- Parts markup rate is 34.3% of actual cost.
- Sublet repair markup rate is 16.0% of actual cost. Sublet repair is work performed outside by commercial vendors (e.g.: towing/roadside services, windshields, wheel alignments, etc.)

EXHIBIT A.6

**Memorandum of Understanding for Legal Services
Between
The San Francisco City Attorney's Office
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of July 1, 2010 (the "Effective Date") by and between the San Francisco City Attorney's Office (the "CAO"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the CAO agree to take the following actions in connection with the legal services the CAO provides to the SFMTA under Section 6.102 of the San Francisco Charter (the "Charter") and the performance standards for departments of the City and County of San Francisco providing services to the SFMTA set forth in Section 8A.101(e) and (f) of the Charter.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the CAO, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 7 below.

THEREFORE, THE SFMTA AND THE CAO AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments and Commitments.

A. The SFMTA shall pay up to **\$12,510,442** to the CAO during fiscal year 2010-2011 for the CAO's services, as further described in this MOU and in Attachment A.

B. The SFMTA will pay the CAO only for actual costs as supported by the invoices and documentation specified in paragraph 4 below. The SFMTA will pay the CAO within 30 days after receiving that documentation for any uncontested amounts for which the SFMTA has not issued a Notice of Contest in accordance with Section 10 below.

C. While the CAO provides permanent office space for all CAO staff who support the SFMTA, in order to enhance CAO collaboration with SFMTA staff, at SFMTA's initiative, the SFMTA will provide the CAO with a satellite office at One South Van Ness Avenue, San Francisco.

2. CAO Commitments.

A. The City Attorney will assign a senior attorney to be the General Counsel for the SFMTA to coordinate all legal services provided by the CAO to the SFMTA. The assignment of the General Counsel shall be on a full-time basis, and the General Counsel shall spend at least 80% of his or her time working on SFMTA assignments. The City Attorney may change this assignment to meet the needs of the SFMTA and the CAO more effectively but, absent exigent circumstances, the City Attorney will give notice to the Executive Director/CEO of the SFMTA at least 30 days prior to any such change.

B. The City Attorney will assign a number of attorneys from the CAO to the SFMTA, as provided in the table in Attachment A, to serve full-time on the Transportation Team. The General Counsel will coordinate with other CAO team leaders to ensure timely completion of work performed by Deputy City Attorneys on other teams.

C. The CAO shall provide a projected budget, including a not-to-exceed amount, and obtain approval from the Executive Director/CEO before: 1) filing any affirmative case on behalf of the SFMTA; or 2) retaining outside counsel for services to be rendered to the SFMTA, except where such filing or retention is required by law or codes of professional conduct or to avoid waiving claims on behalf of the City. The General Counsel, or other appropriate CAO team leader, shall manage the work of any outside counsel to ensure its quality and conformity with the budget provided. The CAO shall submit invoices for legal services provided by outside counsel with the supporting documentation set forth in paragraph 4 below, including detailed monthly time billings.

D. Absent exigent circumstances, the CAO shall notify the Executive Director and/or Director of Finance/CFO: 1) before performing more than 10 hours of work requested by another City department that the CAO bills to the SFMTA; 2) within 30 days after service on the City of any new labor or employment case against the SFMTA; and 3) quarterly regarding all other newly served claims and litigation. Except where it would undermine the integrity of an investigation, the CAO will promptly notify the Executive Director/CEO or other appropriate staff of any CAO investigations related to SFMTA employees or conduct.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in budgeted amounts, codes and related information, hourly billing rates, overhead or any of the other terms set forth in this MOU. The CAO shall provide a draft annual update to the SFMTA no later than January 31 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update by March 31 for the next fiscal year.

4. Invoices and Supporting Documentation.

The CAO shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 60 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate supporting documentation describing the services rendered under this MOU and the costs and fees associated with those services, including non-salary expenses and outside attorney and vendor costs where appropriate. The SFMTA and the CAO shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the CAO must enable the SFMTA to verify that the costs are billed appropriately.

In addition to the quarterly supporting documentation described above, the SFMTA may

make reasonable requests, at any time, for one-time or additional ongoing reports from the CAO to assist the SFMTA in evaluating any aspect of any business, legal or risk issues, including both aggregate and detailed information or to support SFMTA responses to requests by auditors or other similar third parties in accordance with Section 11. The CAO shall provide both the aggregate and/or detailed information to the SFMTA within 30 days of any such reasonable request or, if unable to do so, notify the SFMTA within this 30 days deadline of the reasons why it cannot fulfill this request.

5. Priorities; Meetings; Review of Invoices and Supporting Documentation.

The General Counsel shall be available to meet quarterly with appropriate executive level managers from the SFMTA to discuss the supply of legal services to the SFMTA including priorities, timelines and adherence to schedule, as well as the supporting documentation summarizing the legal services provided to the SFMTA during the prior quarter and the related costs and expenses, including non-salary expenses. Prior to these meetings, the General Counsel will review the supporting documentation to ensure that time entries and non-salary expenses are billed correctly. In the event that an assignment cannot be completed according to an agreed-upon schedule, the General Counsel shall provide either a written or oral explanation setting forth the reasons for the delay and the expected date of completion.

6. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 7 below.

7. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year) provided however that such termination shall not affect the duty of the City Attorney to represent the SFMTA under Section 6.102 of the Charter, subject to the other terms of this MOU.

8. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

9. Designated Contact Person. The CAO's designated contact person for this MOU shall be the General Counsel. The SFMTA's designated contact person for this MOU shall be the Director of Finance/CFO. Absent exigent circumstances, the CAO or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

10. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the General Counsel in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the CAO and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the CAO are unable to resolve the dispute, and if the General Counsel and SFMTA Director of Finance/CFO are unable to resolve the dispute the matter shall be forwarded to the Executive Director/CEO and City Attorney, whose decision shall be final and binding on both parties.

11. Audit and Inspection of Records. Upon written request from the Executive Director/CEO or Director of Finance CFO, the CAO's books and accounting records regarding work performed for the SFMTA will be made available to the SFMTA for auditing purposes and will be retained for a minimum of three years, or such longer period as may be required by law, by the CAO's records retention policy or until after any final audit has been resolved, whichever is later. The CAO will permit the SFMTA or its designee to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or other data related to all other matters covered by this MOU. Nothing in this paragraph is intended to waive the attorney client privilege or any other applicable privilege.

12. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the CAO and supersedes all other prior written or oral provisions.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO CITY ATTORNEY'S
OFFICE

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
DENNIS J. HERRERA
City Attorney

Attachment A

The City Attorney's Office will charge the following billing rates for fiscal year 2010-2011:

Transportation Team

Last Name	First Name	Classification Code	Hourly Rate
Friedlander	Julia	8181-5	\$223
Greenburg	David	8177-17	\$216
Kennedy	John	8177-16	\$214
Morley	Mariam	8177-17	\$216
Reitzes	Robin	8177-17	\$216
Stone	Rob	8177-16	\$214
Stuart	Stephanie	8177-11	\$193

Rates for other billable staff and in future fiscal years will be determined and charged as follows:

The base of the billing rate is made up of the salary and fringes corresponding to the appropriate civil service classification for billable personnel (e.g. attorneys / investigators). Overhead items are added on to the base rate. These overhead items include: Secretary salaries and fringes, administrative salaries and fringes, citywide matters, travel, membership dues, professional services not litigation related, property rent (Fox Plaza), other current expenses (Library books, etc), materials and supplies, billings from other departments for utilities, car maintenance and leasing, postage and copying services etc. The overhead items are pro-rated according to the number of billable personnel. The salaries plus the overhead costs are divided by the average billable hours for the previous fiscal year to determine rates.

The City Attorney's office shall charge all amounts to index code 689019, subobject 081CT.

EXHIBIT A.7

Memorandum of Understanding Between Planning Department And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into July 1, 2010 by and between Planning Department, and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide the following services to the SFMTA.

Standard applications review	\$25,000.00
Transit Effectiveness Project (TEP)	\$75,000.00
Total	\$100,000.00

- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$100,000.00** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

Standard applications review, Transit Effectiveness Project.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Nadia Feeser, Finance Director of Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103, and Telephone: 415-558-6417.** The SFMTA's designated contact person for this MOU shall be **Kelvin Gin, Finance and Information Technology Division, 1 South Van Ness Ave., 8th Floor, San Francisco, CA 94103, and Telephone: 415-701-4633.** The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
PLANNING DEPARTMENT

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
THOMAS DISANTO
Chief Administrative Officer

PLANNING DEPARTMENT MOU—Attachment A

Fiscal year:	FY2010-2011
Total MOU Amount:	\$100,000.00
Requesting Department:	SFMTA
Performing Department:	Planning Department
Program:	FAH and FFP
Department Fund:	1GAGFWOF
Program:	
Object:	081

Description of Services:

Standard applications review	\$25,000.00
Transit Effectiveness Project (TEP)	\$75,000.00
Total	\$100,000.00

Billing:

Actual time and material spend on the above projects. The hourly rate of the position includes salary, fringe, PTO, and overhead.

HOURLY COST

	Rate
5277 Planner I	
hourly wage	\$31.6625
mfb	40.23%
Overhead & PTO	93.57%
total hourly	\$74.03
5278 Planner II	
hourly wage	\$38.50
mfb	40.23%
Overhead & PTO	93.57%
total hourly	\$90.01
5291 Planner III	
hourly wage	\$45.6625
mfb	40.23%
Overhead & PTO	93.57%
total hourly	\$106.76
5293 Planner IV	
hourly wage	\$54.175
mfb	40.23%
Overhead & PTO	93.57%
total hourly	\$126.66

EXHIBIT A.8

**Memorandum of Understanding for Services
Between
The Civil Service Commission
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between Civil Service Commission (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide services for appeals, training, personal services contracts, inspection service requests, and Rules and policies interpretation in human resources and personnel transactions to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$140,000** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

The Department provides services for appeals, training, personal services contracts, Rules and policies interpretation in human resources and personnel transactions. These include assistance and recommendations on issues concerning certification and selection, probationary periods, backgrounds, examinations, future employment restrictions, and appealable matters.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Sandra Eng. The Department's designated contact person for this MOU shall be **Sandra Eng, Assistant Executive Officer at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.** The SFMTA's designated contact person for this MOU shall be **Debra A. Johnson, Director, Administration, Taxis and Accessible Services at 1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103.** The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
CIVIL SERVICE COMMISSION

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
ANITA SANCHEZ
Executive Director

CIVIL SERVICE COMMISSION MOU—Attachment A

Fiscal year:	2010-11
Total MOU Amount:	\$140,000
Requesting Department:	SFMTA
Department Fund:	351801
Performing Department:	CIVIL SERVICE COMMISSION
Program:	086PT
Department Fund:	305001
Program:	
Object:	081CS

Description of Services:

The Executive Officer conducts training, interpretation of Rules, policies and procedures, advises and counsels on merit system, streamlines procedures for department, and provides flexibility in human resources and personnel transactions. (Estimated cost for FY 2010-11: \$40,748)

The Deputy Director I provides interpretation of Rules, policies and procedures, advises and counsels on merit system, streamlines procedures for department, provides flexibility in human resources and personnel transactions. (Estimated cost for FY 2010-11: \$27,653)

The Senior Personnel Analyst investigates Inspection Service issues, conducts audits, reviews of selection, examination administration and referral/certification matters. (Estimated cost for FY 2010-11: \$24,763)

There are 2 Personnel Technicians

The Personnel Technician assists in investigation of Inspection Service and audits, prepares and distributes Rule amendments and resource materials, schedules and organizes training sessions, and prepares materials for training. (Estimated cost for FY 2010-11: \$16,434)

The second Personnel Technician handles appeals, processes of personal services contracts for hearing before the Commission, notification of hearings, public information requests related to matters before the Commission. (Estimated cost for FY 2010-11: \$14,562)

The Senior Clerk Typist processes appeals, maintains records and documents, processes Final Administrative Actions, provides information and referral, prepares documents, and assists in scheduling and registration for training. (Estimated cost for FY 2010-11: \$15,996)

Billing:

The cost allocation is based on each staff member's hourly rate and the budgeted number of staff hours to perform the service. The work order is for on-going services. The Department bills quarterly based on actual cost incurred from the number of hours worked for that quarter and supporting document for the type of services provided. There are no vendors performing these services.

For Fiscal Year 2010-11

(Estimated total number of hours for the fiscal year)

Class	Position Title	Hours	Hourly Rate (including fringe benefits)	Total
0961	Executive Officer	498	81.82	40,748
0951	Assistant Executive Officer	410	67.45	27,653
1244	Senior Personnel Analyst	400	61.90	24,763
1203 #1	Personnel Technician	395	41.60	16,434
1203 #2	Personnel Technician	350	41.60	14,560
1426	Senior Clerk Typist	400	40.00	15,996
Total				140,155

EXHIBIT A.9

**Memorandum of Understanding
Between
the San Francisco Municipal Transportation Authority
And
The Office of the Controller
Fiscal Year 2010-11**

Services to be provided by the Controller's Office to the San Francisco Municipal Transportation Authority ("The Department")

FAMIS: Online FAMIS support and maintenance.

Budget System Maintenance: Budget and Performance system support and maintenance.

City Services Auditor (CSA): Professional auditing services, technical assistance and analyses of MTA services, facilities, programs, and governance.

eMerge: Costs of the development, maintenance and support of the City's new PeopleSoft Human Resources, Payroll and Benefits Management System.

Budgeted Amounts:

Service	FY 2011 Budgeted Amt	Controller's Index Code/Project Code	Con- troller Subobj	SFMTA Index Code	SFMTA Subobj
FAMIS	\$389,254	CONAOSD-GFNP	086PT	683001	081C3
Budget System Maintenance	\$52,575	CONAOSD-GFNP	086PT	689008	081C0
City Services Auditor					
Muni operating	\$1,319,122	CON-CSA-MGMT/ PCOCSA00	08699	687040	081C4
Parking & traffic operating	\$213,222	CON-CSA-MGMT/ PCOCSA00	08699	686001	081C4
Taxi commission	\$5,663	CON-CSA-MGMT/ PCOCSA00	08699	682004	081C4
MTA general admin	\$1,620	CON-CSA-MGMT/ PCOCSA00	08699	689008	081C4
eMerge(1)*	\$664,768	CONEMERGEOPS/ PRDMRG00	086PT	683020	081HZ
eMerge(2)*	\$160,758	CONEMERGEOPS/ PRDMRG00	086PT	689008	081HZ
Total	\$2,806,982				

Method of Calculation of Charges:

FAMIS: The Accounting Operations and Systems (AOSD) group in the Controller's Office operates and maintains the City's accounting systems. The Department is charged its share of AOSD's total actual expenditures, as shown in FAMIS, for the relevant period. The Department's share is the proportion of online FAMIS transactions for the department to the total of all online FAMIS transactions for all departments in the relevant period (this calculation excludes interface transactions).

Budget System Maintenance: The department is charged its share of budget and performance system actual expenditures. The Department's share is the proportion of their budget to the entire City budget for the base fiscal year of 2007-08. This is the same percentage that has been used in previous years. Actual costs for the budget system are determined at year-end and adjusted if required.

City Services Auditor (CSA): The City Charter, Appendix F, section F1.113 allocates 0.2% of the City's budget to the Controller's Audit Account. The department is charged directly for CSA staff time, professional services, and miscellaneous expenses for audits and services of the department, based on an hourly rate for CSA staff time and direct expenditures for all other costs. The department is also charged a share of the itemized work performed by CSA that benefits all City departments with each department's share of this cost based on the percentage of the department's workorder budget within the CSA workorder budget. Other projects which benefit only certain City departments will be allocated among those departments as well. Currently, this is comprised of two items: audits of federal funding provided to San Francisco under the American Recovery and Reinvestment Act (ARRA) and costs of San Francisco's annual audit under Section 12G of the administrative code, which requires an audit of 10 persons or entities that entered into contract, grants or loan agreements with the City to insure that city funds are not used for political purposes. The cost of ARRA audits is allocated based on each department's percentage of the total amount of ARRA funds that have been appropriated to date in the City's grant (2S) subfunds. Costs of the 12G audit is allocated among City departments which are selected for an audit.

eMerge: eMerge develops, supports and maintains the City's new PeopleSoft Human Resources, Payroll and Benefits Management System. The Department is charged its share of eMerge budgeted expenditures as shown in FAMIS. The Department's share is the proportion of their FTE's (16.7%) to the entire City FTE's (28,775) in the fiscal year of 2010-11 budget. At the conclusion of the development cycle, eMerge will reconcile budgeted to actual expenses for the life of the project development, and will be adjusted if required.

Billing Procedures and Timing:

FAMIS: The Department is billed at the end of each quarter (based on accounting period) until budgeted workorder funds are exhausted. For example, accounting periods 01, 02, and 03 make up the first quarter billing for both AOSD expenditures and accounting transactions used in the Department's share calculation.

Budget System Maintenance: The Department is billed at the end of each quarter.

CSA: The Department is billed at the end of each quarter. The bill will be itemized showing CSA staff time, direct expenses, and the Department's share of citywide and multi-department projects.

eMerge Operations: The Department is billed at the end of each quarter based on actual expenses. Past go live, the department will be charged budgeted operating and maintenance costs, reconciled at year-end based on actual costs as reported in FAMIS.

Billing Disputes:

Disputes will be resolved between the Deputy Controller and the Department's Finance Director as necessary.

This MOU has been entered into on the dates below.

Nathaniel P. Ford, Sr.
Executive Director/CEO
San Francisco Municipal Transportation Authority

Date

Monique Zmuda
Deputy Controller
Office of the Controller

Date

EXHIBIT A.10

Memorandum of Understanding for Graffiti Prosecution Coordinator Services Between San Francisco District Attorney's Office And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between San Francisco District Attorney's Office (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide partial support for a full-time Graffiti Prosecution Coordinator to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$20,107** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and described in Attachment A:

The purpose of this work order is to provide partial support for a full-time Graffiti Prosecution Coordinator. The position is funded by DPW, DPT and DAT. The coordinator will be responsible for activities aimed at prosecution, deterrence and community education, outreach and training concerning graffiti vandalism and other quality of life crimes.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Eugene Clendinen, Chief Finance Officer. The SFMTA's designated contact person for this MOU shall be Steve Lee or Sonali Bose, Chief Finance Office/Director of Finance and IT. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within

15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
**SAN FRANCISCO DISTRICT
ATTORNEY'S OFFICE**

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Kamala Harris, District Attorney

SFDA MOU—Attachment A

Fiscal year:	FY 10-11
Total MOU Amount:	\$20,107.00
Requesting Department:	SFMTA
Program:	BEG-Agency Wide Expenses
Department Fund:	5M AAA OHF
Object:	081
Performing Department:	SFDA
Program:	AIE – Work Orders & Grant
Department Fund:	1G AGF WOF

Description of Services:

The purpose of this work order is to provide partial support for a full-time Graffiti Prosecution Coordinator. The position is funded by DPW, DPT and DAT. The coordinator will be responsible for activities aimed at prosecution, deterrence and community education, outreach and training concerning graffiti vandalism and other quality of life crimes.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

Class	Position Title	FTE	Salary	Fringe	Total
8132	DISTRICT ATTORNEY'S INVESTIGATIVE ASSISTANT	0.33 FTE	\$18,618	\$1,489	\$20,107
Total					\$20,107

HOURLY COST

8132 DISTRICT ATTORNEY'S INVESTIGATIVE ASSISTANT	Rate
hourly wage	\$25.98
Mfb	2.27%
total hourly	\$28.25

EXHIBIT A.11

**Memorandum of Understanding
for Integrated Pest Management Program Services
Between
SF Environment
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between **SF Environment** (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide the Department of the Environment to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$18,529** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

The San Francisco Department of the Environment (SFE) manages the IPM program under a mandate by the 1996 Integrated Pest Management Ordinance. Under the Ordinance, the Program is funded by work orders from the seven departments most involved in pest management activities; the MTA is one of those departments. The work order amount is adjusted annually to cover the actual costs of the program.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Chris Geiger, 355-3759. The SFMTA's designated contact person for this MOU shall be Steven Lee, 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within

15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
Department of Environment

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
David Assman
Executive Director

Department of Environment MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$18,529
Requesting Department:	SFMTA
Program:	BE3
Department Fund:	5MAAAOHF
Object:	081EV
Performing Department:	DOE
Program:	CIT
Department Fund:	1G-AGF-AAA

Description of Services:

The San Francisco Department of the Environment (SFE) manages the IPM program under a mandate by the 1996 Integrated Pest Management Ordinance. Under the Ordinance, the Program is funded by work orders from the seven departments most involved in pest management activities; the MTA is one of those departments. The work order amount is adjusted annually to cover the actual costs of the program.

During FY 2010-11, SFE plans to provide the following services to SFMTA:

- Continue to organize monthly meetings of the IPM Technical Advisory Committee, and arrange for continuing education credits as appropriate. At least ten meetings are planned for FY 2010-11. SFMTA staff regularly attends these meetings.
- Train MTA and other City staff in the use of our new, web-based pesticide use reporting database. This database will save staff time by minimizing errors and allowing instant printouts of mandatory monthly reports to the State.
- Organize four pesticide applicator safety trainings, an annual requirement for City staff holding state Qualified Applicator certifications or licenses. These trainings also acquaint staff with the integrated pest management approach, as required by the IPM Ordinance. As in the past, we expect SFMTA staff will receive training and continuing education credits.
- Continual review and updating of the SF Reduced-Risk Pesticide List, including hazard screenings of new products. Approximately 12 new products were screened in 2009-10.
- Review exemption requests from City departments for pesticide products not on the Reduced-Risk Pesticide List.
- Organize two weed flamer trainings, to train/update City staff in the use of weed flamers as an alternative to herbicide use. We anticipate continued SFMTA staff participation.
- Provide resources and assistance to individual departments in developing and maintaining IPM plans, as required by the IPM Ordinance.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.12

**Memorandum of Understanding for HR Services
Between
Department of Human Resources
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July 2010 (the “Effective Date”) by and between **Department of Human Resources** (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **See Attached** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$235,000** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

Human Resources services to be provided include: administrative, equal employment opportunity, client services, recruitment and assessment services, employee relations and class and compensation.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Brent Lewis, Finance and Budget Director. The SFMTA's designated contact person for this MOU shall be Sonali Bose, Director of Finance and Information Technology. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons

for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
Department of Human Resources

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Micki Callahan
Executive Director

Department of Human Resources MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$235,000
Requesting Department:	SFMTA
Program:	BE1
Department Fund:	5MAAAOHF
Object:	081
Performing Department:	DHR
Program:	FC5
Department Fund:	1GAGFWOF

DHR is available to provide some or all of the services described below:

Equal Employment Opportunity (EEO):

1. **Workforce Composition Data, EEO Reports, and Utilization Analysis:** DHR will maintain Citywide workforce composition data and utilization analysis, as requested, and will provide EEO reports to outside regulatory and oversight agencies as required. DHR will provide MTA with copies of any “public” workforce composition data, and/or utilization analysis reports prepared by DHR.

MTA will maintain its own EEO Plan, including utilization analysis, and work force composition data in a separate database. As required, MTA may request “special reports” from DHR on Citywide work force data and EEO reports specific to MTA. MTA will identify authorized contacts to request such EEO reports from DHR. Compensation for any “Special Reports” requested by MTA shall be determined in advance by DHR and MTA.

2. **Diversity and Harassment Training:** DHR will provide online training for supervisory employees and for Board and Commission members on preventing and reporting sexual harassment and other forms of unlawful workplace harassment in compliance with AB1825 regulations. DHR will provide MTA online program access specifications and basic technical support for persons taking the online training. DHR will provide MTA quarterly reports identifying the number of training slots used and payment remittance.
3. **Designate Positions and Administer Civil Service Rule 115 Appointments:** MTA will process and notify DHR of all “service-critical” Rule 115 appointments made by MTA. MTA will provide DHR with a Request to Modify Requisition form and three (3) performance appraisal documents for each employee completing one (1) year of employment under a CSC Rule 115 appointment. DHR will verify satisfactory performance in the class and record the transition from temporary exempt employment to permanent civil service.
4. **Record and Track Disposition of Reasonable Accommodation Requests:** DHR will record and track in the Citywide database the disposition of all MTA requests for

reasonable accommodation pursuant with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

5. **Administer Reasonable Accommodation Requests After Accommodation Efforts are Exhausted by MTA:** If MTA is unable to make a reasonable accommodation within thirty (30) calendar days after an employee has been determined to be a “qualified disabled individual,” within two (2) work days, these cases will be referred to DHR for attempted accommodation within Citywide positions. DHR will have up to sixty (60) calendar days to attempt such accommodation from the date of referral by MTA. If, however, DHR is unable to make a reasonable accommodation within Citywide positions, within two (2) work days, DHR shall return said case(s) to MTA for further processing and final disposition.
6. **External Discrimination Complaints:** DHR has notified the U.S. Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) to communicate directly with MTA regarding requests for information and follow-up on discrimination complaints filed by MTA employees.

Recruitment and Assessment Division (RAS):

1. **Hiring of Examination Proctors:** MTA will select Exam Proctors and DHR will process the appropriate paperwork (appointing papers, etc.) for MTA and will record and track individual hours worked, including assuming payroll responsibilities, to assure that Exam Proctors do not exceed maximum allowable work hours under Civil Service Rules. (MTA shall continue to the “payroll” costs for Exam Proctors.)
2. **Conduct Recruitment and Administer Examinations for Citywide Classifications:** DHR will conduct recruitment, screen applications, administer examinations, conduct examination scoring, review employment restrictions, and candidates eligibility, review and approve provisional announcements, etc. for all Citywide, non MTA specific “service-critical” classifications. However, MTA may request authority from DHR to conduct a citywide examination including non MTA specific “service-critical” classifications. DHR will consult with MTA to identify and determine MTA’s needs and priorities, and shall consider this in carrying out these functions. MTA will perform these functions for MTA specific “service-critical” classifications.
3. **Examination Eligible Lists and Appeals:** DHR will prepare and maintain Examination Eligible Lists, prepare reports, and process appeals to the Civil Service Commission (CSC) for all Citywide classifications, and for certain MTA specific “service-critical,” classifications. MTA will perform these functions for MTA specific “service-critical” classifications.
4. **Conduct Recruitment and Administer Examinations for MTA-specific Classifications:** DHR will conduct job analysis, develop, administer and score examinations, review employment restrictions and candidates’ eligibility, for certain MTA specific classifications.

5. **Fact Finding and Merit System Process Review :** DHR will conduct fact finding and/or merit system process reviews upon request of MTA management

Employee Relations Division (ERD):

1. **Bargaining Unit Assignment:** DHR will continue to assign new MTA classifications to existing, or newly created, Citywide bargaining units.
2. **Negotiation of MOUs:** DHR will continue to negotiate MOUs with unions for Citywide contracts. This may include, but is not limited to, conducting appropriate wage and benefit surveys; surveying City departments for MOU issues; preparing proposals; conducting actual negotiations with unions; managing interest arbitrations; preparing, finalizing and transmitting proposed MOUs and interest arbitration awards to the BOS for approval.
3. **Costing of MOU Proposals:** DHR will continue to perform research and analysis of union and management proposals for Citywide negotiation of MOUs.
4. **Maintenance of Bargaining History:** DHR will continue to maintain bargaining history for Citywide bargaining units except as provided below. Should MTA exercise its authority to negotiate its own MTA specific MOUs, it shall notify DHR and assume responsibility for the maintenance of bargaining history.
5. **Implementation of MOU Provisions:** DHR will provide advice on contract interpretation, administration, enforcement and implementation of terms and conditions of Citywide MOUs (e.g., convening and facilitating labor/management committees, conducting surveys, implementing new programs, etc.). MTA will provide these implementation services for MTA-negotiated MOUs.
6. **Implementation of Wage or Benefit related Arbitration Awards:** DHR will communicate and provide advice to MTA on implementation of arbitration awards affecting wages, benefits and working conditions for MTA classifications in Citywide bargaining units. DHR will notify MTA of any arbitration decisions/awards affecting MTA classifications within seven (7) calendar days of receipt of such decisions/awards.
7. **Meet-and-Confer Negotiations:** DHR will conduct “mid-term” meet-and-confer negotiations, as required, including MOU re-openers, modifications and/or additions to MOU language for Citywide classifications; proposed changes to citywide policies or legislation; and impact bargaining. MTA will handle “mid-term” meet-and-confer negotiations for MTA-negotiated MOUs.
8. **Agency Shop/Hudson Mailings:** DHR will monitor compliance with Agency Shop provisions of Citywide MOUs, except those assigned to MTA “service-critical” bargaining units that are covered by MTA negotiated MOUs. Agency shop provisions of MTA MOUs shall be administered by MTA.

Class and Compensation Division (C & C):

1. **Creation, Abolishment of “Service-Critical” Classes and Maintenance of Specifications:** MTA will notify DHR of the creation, abolishment, and/or amendment of MTA “service-critical” classification specifications, and will provide copies to DHR. DHR will record and maintain the Citywide classifications database including MTA “service-critical” classification information. (“Transactional” compensation.)
2. **Compensation Manual Maintenance:** DHR will prepare, amend, and distribute the Compensation Manual for all Citywide classifications and MTA “service-critical” classifications.
3. **Calculation of Pay Rate Changes:** DHR will continue to calculate pay rate changes for all Citywide classifications, including MTA “service-critical” classifications, and will transmit them to PPSD, and also transmit year-end rate changes to the Controller. When pay rates are the result of an MTA negotiated MOU, MTA shall calculate and transmit pay rates, written instructions and supporting documentation to DHR for transmittal to PPSD and the Controller.
4. **Processing of Special Pay Premiums:** DHR will record and process special pay premiums for all, MTA classifications except as provided below. MTA will record and process special pay premiums for MTA “service-critical” classifications which have been assigned to MTA “service-critical” bargaining units and notify DHR for its records. MTA shall conform with DHR procedures for processing special pay premiums affecting MTA classifications that are also included in Citywide MOUs.

Client Services Division (CS):

1. **Negative Restrictions on Employee Separations:** DHR will continue to maintain records and track “restrictions on future employment” for all MTA employees. MTA will provide information to DHR of all separated employees on which MTA has placed “restrictions on future employment, as the separations occur. ”This information will be submitted to the Client Services Division. MTA understands that failure to timely submit a list of future employment restrictions may result in referrals to MTA of these individuals. MTA will determine its own “restrictions,” prepare future restriction employment notices, prepare final action letters, and respond to Civil Service Commission (CSC) appeals.
2. **Reversions and Placements following Layoffs:** DHR will keep records and process reversions and placements following layoffs for all eligible MTA employees. This includes all appropriate notifications to affected employee(s) (with the exception of MTA’s separation documents), as well as the administration of the bumping and reversion process; record keeping; and administration of separation procedures, if any. DHR will notify MTA of the final status of affected employees for its records. MTA will notify DHR (specifically, the Client Services Division) of MTA employees who are separated, whether through layoff, release from probationary status or termination/dismissal.
3. **Referrals:** DHR will allow the MTA staff appropriate access to DHR information technology, referral systems, and procedures as necessary for the effective and efficient administration of the MTA referral process. DHR will continue to administer the

processing of multiple/citywide referral actions, including MTA against newly adopted eligible lists resulting from class-based testing. DHR will provide ongoing training, and provide updated information and system instructions to MTA-designated staff. MTA will ensure Signature Authorization Cards are filed with DHR for all MTA designees

4. **Requests to Hire and DHR Oral Authorizations:** For “Non-service critical” classes, the MTA will submit Requests to Hire for the purpose of conducting Temporary Provisional (TPV) recruitment and or administering Position Based Testing exams. The MTA will submit a proposed job announcement which will be used in the recruitment process. The MTA will obtain a DHR Oral Authorization for all “non-service critical” TPV hires. MTA will submit to DHR Requests to Hire for review and processing with RAS. For “service-critical” positions, the MTA will provide a list of TPV hires to DHR for recording and tracking purposes.
5. **Exceptions to the Order of Layoff / Special Conditions on Positions:** MTA will submit Requests for Special Conditions on DHR prescribed form. DHR will perform appropriate classification analysis to determine appropriateness of the request for exception to the order of layoff (EOL). Once approved posted by DHR, SFMTA will respond to subsequent requests for information by the public or interested party, including meet and confer requests by a labor union.
6. **Requisition Review:** For “non-service critical” job requisitions, DHR reviews and approves personnel requisitions for appropriate use of job class, requisition type and special conditions.
7. **Layoff Processing:** DHR provides consultation and advice to MTA Human Resources staff on Civil Service Rules, Citywide policies and procedures and practices pertaining to Layoffs and Return-To-Duty procedures. MTA will submit layoff actions and or rescissions of layoffs to DHR following established DHR procedures. DHR reviews and processes layoff actions and assists MTA in resolving any discrepancies. DHR reviews MTA Exceptions to the Order of Layoffs on existing or new requisition/position; canvass active holdovers for qualifications; process Return-To-Duty documents (i.e., placements, reinstatements, displacements, etc.); advises impacted employees, receives, and processes Holdover Requests related to status rights and benefits; update layoff database; provides update and administrative reports.
8. **Consultation and Advice:** Provides consultation and advice to MTA HR on the interpretation of and application of the employment provisions of the Charter, Administrative Code, Civil Service Rules, Payroll & Personnel Services Division (PPSD) policies and procedures, and DHR Citywide policies, procedures and practices. In addition, provides advice and guidance on best practices for Job Data updates and maintenance in PeopleSoft.

Administrative (EIS):

1. **Conviction History Processing of New Employees:** DHR will fingerprint “non-Transit Operator” employees and electronically submit fingerprints to the Department of Justice (DOJ) for processing. DHR will continue its current practice of notifying MTA of any relevant DOJ information MTA will notify EIS at least (2) weeks in advance of arranging

the need to utilize the LiveScan machine(s) for Transit Operator fingerprinting. MTA understands that it must adhere to the time parameters set by DHR for this purpose, in order to ensure that DHR can comply with its Citywide fingerprinting responsibility.

2. **PSC Processing:** DHR coordinates with departments to compile PSCs for classification review, combined reporting and submission to the Civil Service Commission.

Billing:

The cost allocation is based on an actual hourly rate per estimated staff hours by job class that performs the work.

The Department shall bill quarterly based on actual cost incurred for the services provided.

Function - Activity	Division	Responsible Job Class	Hours Required	Hourly Rate	Cost
Employee fingerprinting for non-transit operator employees	Admin	1820	85	\$27.03	\$2,297
Personal Service Contracts	Admin	1823	30	\$43.98	\$1,319
Admin Total			115		\$3,617
Reversal and Layoffs	CS	1244	300	\$45.91	\$13,774
Consultation	CS	0931	145	\$58.41	\$8,469
Consultation	CS	1244	100	\$45.91	\$4,591
Requisition review and approval	CS	1244	110	\$45.91	\$5,051
Referrals	CS	1224	30	\$33.99	\$1,020
Client Svcs Total			685		\$32,905
Request for bilingual conditions on requisitions	EEO	1233	10	\$38.44	\$384
Provide workforce composition data for EEO Plan/reports	EEO	1231	25	\$48.70	\$1,217
Review EEO Plan and submit for approval	EEO	1231	10	\$48.70	\$487
Administer Rule 115 appointments, include orientation, eval	EEO	1231	10	\$48.70	\$487

Function - Activity	Division	Responsible Job Class	Hours Required	Hourly Rate	Cost
Record and track dispositions on accommodation requests	EEO	1231	30	\$48.70	\$1,461
Diversity Harassment Training-Technical Support	EEO	1231	10	\$48.70	\$487
Consultation	EEO	0932	5	\$62.65	\$313
Reasonable Accommodation Sixty Day Process	EEO	1231	130	\$48.70	\$6,331
Reasonable Accommodation Sixty Day Process	EEO	1233	50	\$38.44	\$1,922
EEO Total			280		\$13,090
Calculation of pay rate changes and transmittal to PPSD	C&C	1823	30	\$43.98	\$1,319
Process special pay premium requests for City-wide class	C&C	1281	20	\$58.83	\$1,177
Process special pay premium requests for City-wide class	C&C	1823	60	\$43.98	\$2,639
Transit Operator wage rate certification	C&C	1281	50	\$58.83	\$2,942
Research, analysis and costing of contract proposals	C&C	1823	100	\$43.98	\$4,398
Compensation Manual maintenance and updates	C&C	1823	20	\$43.98	\$880
Class & Comp. Total			280		\$13,354
MOU Negotiation, survey departments, proposed contracts	ERD	1281	295	\$58.83	\$17,355
Bargaining Unit assignment for City-wide classifications	ERD	1281	80	\$58.83	\$4,706
Maintain bargaining history information for City-wide class	ERD	1281	60	\$58.83	\$3,530

Function - Activity	Division	Responsible Job Class	Hours Required	Hourly Rate	Cost
Advise on implementation of wage or benefit arbitration	ERD	1281	200	\$58.83	\$11,766
Administration of tuition reimbursement program	ERD	1654	10	\$42.29	\$423
Agency Shop/Hudson mailings for City-wide classifications	ERD	1281	40	\$58.83	\$2,353
Confidential designations for City-wide classifications	ERD	1281	50	\$58.83	\$2,942
Oversee implementation of contract provisions	ERD	1281	101	\$58.83	\$5,943
Provide advice on contract interpretation	ERD	1281	300	\$58.83	\$17,649
Meet and confer with Unions for City-wide classifications	ERD	1281	100	\$58.83	\$5,883
ERD Total			1,236		\$72,550
Review and approve provisional appointments	RAS	0931	10	\$58.41	\$584
Administer bilingual proficiency tests	RAS	1244	40	\$45.91	\$1,837
Administer and pay proctors for exams	RAS	1244	5	\$45.91	\$230
Examination Eligible Lists and Appeals/Consultations	RAS	1244	10	\$45.91	\$459
Examination Eligible Lists and Appeals	RAS	0932	5	\$62.65	\$313
Develop exam plan, minimum qualifications, job announce	RAS	1244	90	\$45.91	\$4,132
Develop exam plan, minimum qualifications, job announce	RAS	0931	90	\$58.41	\$5,257

Function - Activity	Division	Responsible Job Class	Hours Required	Hourly Rate	Cost
Develop exam plan, minimum qualifications, job announce	RAS	0932	25	\$62.65	\$1,566
Conduct recruitment, screen apps, admin exams, etc.	RAS	1244	105	\$45.91	\$4,821
Conduct recruitment, screen apps, admin exams, etc.	RAS	1246	45	\$54.51	\$2,453
RAS Total			425		\$21,652
Grand Total			3,022		\$157,191
Total Labor Cost					\$157,191
Fringe Benefits @ 30%					\$47,157
Total Personnel Cost					\$204,348
Overhead @ 15%					\$30,652
Total - Personnel and Overhead					\$235,000

EXHIBIT A.13

Memorandum of Understanding for Services Between The Human Rights Commission And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between Human Rights Commission (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide services for appeals, training, personal services contracts, inspection service requests, and Rules and policies interpretation in human resources and personnel transactions to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$244,140** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

The Human Rights Commission (HRC) provides certification review, waiver requests and availability studies for small and local business enterprise program and equal benefits program. HRC also oversee the citywide surety bond program.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Theresa Sparks. The SFMTA's designated contact person for this MOU shall be Steven Lee. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall

describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
HUMAN RIGHTS COMMISSION

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Theresa Sparks
Executive Director

HUMAN RIGHT COMMISSION MOU—Attachment A

Fiscal year:	2010-11
Total MOU Amount:	\$244,140
Requesting Department:	SFMTA
Department Fund:	351801
Performing Department:	HUMAN RIGHTS COMMISSION
Program:	086RC
Program:	086SB
Department Fund:	345002

Description of Services:

The Human Rights Commission will perform Certification, Waiver Request and availability study services for Admin. Code Chapter 14B Small and Micro Local Business Enterprise Program and Contract Compliance, Certification and Waiver Request services for Chapter 12B Equal Benefits Program. Work order amount not to exceed \$144,140 for FY 2010-2011.

SFMTA participation of the Citywide Surety Bond Program. Work order amount not to exceed \$100,000 for FY 2010-2011.

Billing:

The Department bills quarterly based on actual cost incurred from the number of hours worked for that quarter and supporting document for the type of services provided.

EXHIBIT A.14

**Memorandum of Understanding for Labor Law Compliance Services
Between
San Francisco Office of Labor Standards Enforcement
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between the San Francisco Office of Labor Standards Enforcement (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to monitor and enforce prevailing wage and other labor standards provisions on SFMTA contract to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$86,235** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

- 1. Elation Systems electronic certified payroll system, licensing costs
- 2. Contract monitoring, investigations, enforcement actions
- 3. Communications with MTA staff and contractors, including pre-bid / pre-construction meeting presentations and monthly MTA field activity meetings.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, is included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its

accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Donna Levitt. The SFMTA's designated contact person for this MOU shall be Steve Lee or Sonali Bose. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete

invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO OFFICE OF LABOR
STANDARDS ENFORCEMENT

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
DONNA LEVITT
Manager

San Francisco Office of Labor Standards Enforcement MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$86,235
Requesting Department:	SFMTA
Program:	BE1
Department Fund:	5MAAAOHF
Object:	081
Performing Department:	GSA
Program:	Office of Labor Standards Enforcement
Department Fund:	1G/AGF/AAA

Description of Services:

1. Elation Systems Electronic Certified Payroll System, Licensing Costs - **\$25,000**
2. Ongoing contract monitoring, investigations, enforcement actions; ongoing communications and pre-bid meeting presentations - **\$61,235** in personnel costs for Manager, Contract Compliance Officers, and support staff.
 - Monitor and enforce labor standards provisions (including prevailing wage requirements on public works contracts, prevailing wage requirements for other City contracts, the SF Minimum Compensation Ordinance, Health Care Accountability Ordinance, Health Care Security Ordinance, Paid Sick Leave Ordinance, and Sweatfree Contracting Ordinance) of the City Charter, San Francisco Administrative Code, state and federal law for the SFMTA on public works projects and other contracts.
 - Respond to complaints, initiate investigations, conduct interviews, audits and public administrative hearings related to SFMTA contracts. Coordinate with and inform SFMTA personnel of investigation progress.
 - Communicate and provide assistance to contractors, workers, unions, other City Department staff, and SFMTA personnel involved with SFMTA projects and contracts.
 - Coordinate training for SFMTA personnel and contractors in the use of Elation Systems web-based labor compliance system.
 - Participate in SFMTA pre-bid and pre-construction meetings to advise contractors of labor law requirements regarding the prevailing wage, minimum compensation, and health care accountability ordinances, and to provide contractors with guidance and enforcement materials.
 - Participate in monthly MTA field activity meetings
 - Review contractors' electronic certified payroll submissions using Elation Systems web-based system.

- Verify information from certified payroll records as necessary and notify SFMTA Project Managers and contractors of any discrepancies.

Billing:

Pursuant to Administrative Code section 6.24(B), the OLSE “is authorized to receive from departments awarding public work contracts the amount reasonably calculated to pay for the costs, including litigation costs, of enforcing the City prevailing wage requirements and other labor standards for contracts awarded by those departments”. In calculating the amount of annual departmental work orders, OLSE makes a fair estimation of the percentage of citywide contracting performed by each department and estimates the amount that each department should pay toward OLSE’s budget.

As of September 2010, MTA projects comprise 6.14% of the total value of public works contracts actively monitored by OLSE through Elation Systems. OLSE’s work order amount of \$61,235.19 for personnel costs (delineated below) represents 6.14% of OLSE staff time dedicated to enforcement of labor laws on City contracts.

Class	Title	Salary, Benefits, & Overhead*
0933 (1 FTE)	Manager	\$211,572.40
1446 (1 FTE)	Secretary	\$87,237.80
2978 (3 FTE)	Contract Compliance Officer II	\$505,670.10
2992 (1.5 FTE)	Contract Compliance Officer I	\$192,835.50
Total		\$997,315.80

*Includes 35% benefits and 20% overhead costs

SFMTA Portion - \$61,235 (6.14%)

OLSE will also include in its billing the **\$25,000** in annual licensing costs for Elation Systems Electronic Certified Payroll System.

EXHIBIT A.15

**Memorandum of Understanding for Federal & State
Legislative Representation Services
Between
The Mayor's Office
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between the Mayor's Office (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide Federal and State Legislative Representation Services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to \$180,188 to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

As the City's Chief Executive Officer, the Mayor coordinates lobbying efforts for the City on state and federal legislative and regulatory issues through the Mayor's Government Affairs staff, either directly or working with state and federal government relations firms.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Julian Low, Director of Operations, (415) 554-6491, julian.low@sfgov.org. The SFMTA's designated contact person for this MOU shall be Steven Lee or Sonali Bose. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within

15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
Mayor's Office

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Steve Kawa
Chief-of-Staff
Mayor's Office

Mayor's Office MOU—Attachment A

Fiscal year:	2010-2011
Total MOU Amount:	\$180,188
Requesting Department:	SFMTA
Program:	BE1
Department Fund:	5MAAAOHF
Object:	081MY
Performing Department:	Mayor's Office
Program:	FEA
Department Fund:	1GAGFWOF

Description of Services:

Legislative Affairs

As the City's Chief Executive Officer, the Mayor coordinates lobbying efforts for the City on state and federal legislative and regulatory issues. The Mayor's Government Affairs staff, either directly or working with state and federal government relations firms, performs the following functions:

- A. Develops and advances a proactive state and federal legislative agenda that is consistent with the Mayor's policy priorities (Health Care and Public Health, Human Services, Energy/Environment, Education, Housing/Homelessness, Public Safety, Homeland Security/Disaster Preparedness/Response & Recovery, Transportation Policy & Critical Infrastructure, Community & Workforce Development), including developing legislation for the City to sponsor, identifying authors for such legislation, and advocating for its adoption.
- B. Analyze state and federal legislation and proposed regulatory changes that may impact the City, and work with the Mayor's Office and City departments to advocate the City's position, as appropriate.
- C. Lobby for the City's position on legislation and regulatory matters of interest, through direct contact with:
 - (i) State and Federal legislators and staff
 - (ii) Local, state and federal agencies
 - (iv) Associations, including the U.S. Conference of Mayors, League of California Cities, the California State Association of Counties, the Urban Counties Caucus, the Association of Bay Area Governments, the Metropolitan Transportation Commission, the California Transit Association, County Welfare Directors Association of California, and others.
- D. Draft letters and talking points on legislative, budgetary and regulatory issues as necessary.
- E. Testify on behalf of the City at hearings before legislative and regulatory committees.
- F. Regularly report to the Mayor's Office via written memoranda and email on key state and federal issues affecting the City.
- G. Maintain strong working relationships with members and staff of the San Francisco legislative delegation.
- H. Notify City departments of state and federal grant opportunities and resources for funding and assist the City in applying and advocating for these resources or funds.

Greening Director

The Greening Director serves as the Mayor's staff lead for policy initiatives, capital improvements and community programs related to "greening" the city's streets, parks and plazas. The Greening Director is responsible for issues related to the physical character and quality of public space in the city, in contrast to environmentally focused programs. Thus far, the Greening Director's efforts in this area have comprised "The Livable City Initiative," which articulates goals for city greening, key initiatives, and priority projects for the next five years. The Greening Director reports directly to the Mayor and has four key areas of responsibility:

- 1) **Facilitating interdepartmental coordination to improve city policies and standards.** As a representative of the Mayor, the Greening Director plays a key role in convening city departments to coordinate on the implementation of specific greening projects, and to resolve structural issues related to codes and other conventions that limit innovative design in the public realm. The key forums for this are the Director's Working Group, which is a monthly meeting of the Directors of the Department of City Planning (CPC), Department of Public Works (DPW), Recreation and Park Department (RPD), Municipal Transportation Agency (MTA), Public Utilities Commission (PUC) and the San Francisco County Transportation Authority (SFCTA) to coordinate on large policy issues, and a bi-weekly interdepartmental staff meeting to resolve more specific code issues.
- 2) **Directing Signature Greening Initiatives.** The Greening Director is responsible for leading initiatives for which the Mayor's administration has a high-level of personal ownership. The Greening Director directly manages the work of staff from a series of city departments to conceive, plan and implement a complex policy initiative or physical improvement project.
- 3) **Coordinating Capital Improvements.** Working with project managers and design staff in DPW, MTA, PUC, RPD and CPC, the Greening Director assists with project implementation, ensuring interdepartmental coordination, appropriate urban design and environmental performance.
- 4) **Coordinating Community Greening Efforts.** The Greening Director serves as the Mayor's lead liaison with local communities, both for capital projects initiated by the City and for local beautification efforts. The Greening Director plays a critical role in identifying opportunities for the City to better assist neighborhoods in initiating projects locally, whether through simplifying approvals, providing financial assistance, or other means. The Greening Director also coordinates a series of volunteer efforts at a high level, from the Mayor's "25,000 trees" planting campaign to the Green Connect Program.

Billing:

This budget represents the total budget of the Government Affairs office. MTA's portion is allocated at the end of the year and depends on the proportion of time the Government Affairs and state and federal lobbyists spend on transportation, infrastructure and energy/environment issues.

The Department shall bill quarterly based on actual cost incurred for the services provided.

Legislative Affairs Budget

Job Title	Job Class	Character	Annual Costs	MTA Costs Percentage (estimate)	MTA Costs \$ (estimate)
Legislative Affairs	0902	001	108,264.00	4%	4,330.56
Research Asst.	0887	001	53,118.00	4%	2,124.72
Policy Analyst	0901	001	79,075.00	4%	3,163.00
Admin. Asst. #1	0885	001	48,412.00	4%	1,936.48
Admin. Asst. #2	0884	001	49,634.00	4%	1,985.36
Deputy Chief of Staff	0905	001	131,387.00	4%	5,255.48
Govt. Affairs Director	0905	001	131,387.00	14%	18,394.18
001 Sub-Total		001	601,277.00		
Fringe (35%)		013	210,446.95	4%	8,417.88
001 & 013 Total			811,723.95		45,607.66
15% overhead			121,758.59	5%	6,087.93
Professional Service Contracts		027			
Federal Legislative Representative			300,000.00	13%	39,000.00
State Legislative Representative			270,000.00	13%	35,100.00
Memberships					
US Conference of Mayors			25,000.00	13%	3,250.00
League of California Cities			100,000.00	13%	13,000.00
027 Total			695,000.00		90,350.00
Total Costs			1,628,482.54		142,045.59

Greening Director Budget

Job Title	Job Class	Character	Annual Costs	MTA Costs Percentage (estimate)	MTA Costs \$ (estimate)
Greening Director	0901	001	100,906.00	28%	28,253.68
Fringe (35%)		013	35,317.10	28%	9,888.79
001 & 013 Total			136,223.10		8,142.47

EXHIBIT A.16

Memorandum of Understanding

Between the

San Francisco Municipal Transportation Agency

And

San Francisco Police Department

May 2009

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This Memorandum of Understanding (MOU) is entered into this _____ day of _____ 2009, between the San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco Police Department (SFPD).

Declaration

This memorandum of understanding memorializes the agreement between the SFMTA and SFPD to ensure a regular presence of sworn police officers on buses, light rail and other public transit vehicles, subway stations, transit shelters and other property and facilities under the jurisdiction of the SFMTA for the purposes of enhancing public safety, preventing crime, detecting criminal activity and assisting in the prosecution of offenses occurring on the Public Transit System. In furtherance of these purposes, this MOU addresses the assignment of a senior ranking member of the SFPD to be the Director of the Security and Enforcement Division of the SFMTA and the assignment of sworn officers to the SFPD's Muni Response Team. The MOU also includes policies, programs, procedures, management, prioritization of police activities, operational command and control, reporting, record keeping, budgeting, accounting, liability for claims and related administrative matters concerning the police services on or related to the Public Transit System; and, interdepartmental work orders to defray the additional costs of enhancing police services for the functions managed by the SFMTA.

This MOU also memorializes the agreement between the SFMTA and SFPD regarding: (1) the SFPD's enforcement of parking regulations and restrictions, including responding to complaints of blocked driveways, from 12 midnight until 6 a.m. until January 1, 2010, and (2) the SFPD's Taxi Detail and Taxi-related law enforcement.

Definitions

As used in this MOU, the following definitions shall apply:

"Approved Work Order Budget" means the annual budget for any subsequent Fiscal Year during the term of this MOU, for law enforcement, security and related police services of SFPD that are to be funded by the SFMTA through a work order or direct expenditure under this MOU, as approved by the Executive Director/CEO and SFMTA CFO.

"Chief of Police" means the Chief of Police of the San Francisco Police Department, or his or her authorized designee.

"City" means the City and County of San Francisco, a municipal corporation, and the San Francisco International Airport.

"Commanding Officer" means the sworn member of the San Francisco Police Department assigned by the Chief of Police to command the Traffic Company.

"Division of Taxis and Accessible Services" or "DTAS" shall mean the SFMTA division responsible for taxi regulation and communications with the Taxi Detail.

"Enforcement Plan" means the written plan to be agreed to by the parties for SFPD enforcement of laws and regulations related to the taxi industry.

"Executive Director/CEO" means the Executive Director/Chief Executive Officer of the

San Francisco Municipal Transportation Agency (sometimes referred to as the Director of Transportation), or his or her authorized designee.

“Fiscal Year” means the annual period from July 1 through June 30.

“Initial Term” means the period July 1, 2007 through June 30, 2012.

"MOU" means this Memorandum of Understanding between the San Francisco Municipal Transportation Agency and San Francisco Police Department.

"MRT" means the Muni Response Team of the San Francisco Police Department.

"Night Parking Enforcement" means responses made by sworn SFPD officers between the hours of 12 midnight and 6 a.m. to complaints of blocked driveways and other illegally parked vehicles.

"Officer in Charge" means the sworn member of the San Francisco Police Department assigned by the Chief of Police to command a unit or team (i.e. Muni Response Team, Taxi Enforcement, Traffic Company platoon). This is usually a lieutenant, or sergeant.

“Paratransit Broker” means the SFMTA contractor that manages the SFMTA’s paratransit program that provides transportation to pre-qualified individuals based on disability.

“Permit Holder shall mean any person, business, firm, partnership, association or corporation which holds any permit issued or regulated by the SFMTA to drive, operate or cause to be operated any motor vehicle for hire or to operate any business that provides taxi service pursuant to Article 1100 of the San Francisco Transportation Code, and any agent of such Permit Holder including, but not limited to, any owner, manager, employee or lessee of said Permit Holder.

"Public Transit System" means the buses, light rail and other public transit vehicles, subway stations, transit shelters and other property and facilities under the jurisdiction or control of the San Francisco Municipal Transportation Agency or its agents.

"Security and Enforcement Division" means the Security and Enforcement Division of the San Francisco Municipal Transportation Agency, or successor division or unit of the SFMTA, having primary responsibility for parking enforcement, transit fare payment compliance, video surveillance, Muni Response Team coordination and support, homeland security initiatives, security of SFMTA facilities (including contract administration for security services), investigations, training, the San Francisco Municipal Transportation Assistance Program (SFMTAP), SFMTA's participation in the National Explosive Detection Canine Program Team (NEDCPT) and coordination of public transit security needs with local, state, regional and federal agencies (including but not limited to the Metropolitan Transportation Commission (MTC), Bay Area Rapid Transit District (BART), American Public Transit Association (APTA), S.F. Department of Emergency Management, Department of Justice California Anti-Terrorism Information Center (CATIC), Department of Homeland Security, Federal Transit Administration, California Public Utilities Commission, and Transportation Security Administration) or any subset of these that includes law enforcement functions performed by peace officers.

"Security and Enforcement Director" means the Director of Security and Enforcement

Division for the San Francisco Municipal Transportation Agency, or person in any successor position, or his or her authorized designee or any other individual responsible for any aspect of security and enforcement functions in the SFMTA.

"SFMTA" means the Municipal Transportation Agency of the City and County of San Francisco.

"SFMTA CFO" means the Chief Financial Officer/Director of Finance of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA COO" means the Chief Operating Officer/Director of Municipal Railway Operations of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA CSO" means the Chief Safety Officer/Director of Transportation Safety of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA Director of Parking and Traffic" means the Director of Parking & Traffic of the SFMTA or any successor position, or his or her authorized designee.

"SFPD" means the San Francisco Police Department of the City and County of San Francisco.

"SFPD CFO" means the Chief Financial Officer of the San Francisco Police Department or any successor position, or his or her authorized designee, or person in any successor position.

"Taxi Detail" means the SFPD staff assigned to coordinate with the SFMTA to address Taxi issues.

"Traffic Company" means the members of the SFPD specifically assigned to a company (division) whose primary function is traffic management and enforcement in the City and County of San Francisco.

Article I - General Provisions

1.1 Initial Term; Extension Option. Unless terminated sooner as provided in Section 1.2 or modified by written agreement of the SFPD and SFMTA signed by the Chief of Police and Executive Director/CEO, the initial term of this MOU shall be retroactive to July 1, 2007 and shall extend through June 30, 2012. The parties may extend the term of this MOU for either: (1) an additional five-year period commencing July 1, 2012 and ending June 30, 2017, which extension may be executed at any time during the Initial Term prior to January 1, 2012; or (2) up to five consecutive one-year periods, which extensions must be executed at least ninety (90) days prior to the end of a Fiscal Year for the subsequent Fiscal Year beginning with Fiscal Year 2013. Such extension(s) shall be in writing and signed by the Chief of Police and Executive Director/CEO.

1.2 Termination. Either the Chief of Police or the CEO/Executive Director may unilaterally terminate this MOU in writing to the other party. Termination of this MOU under this section shall be effective upon the date set forth in the written notice, which date shall be no earlier than ninety (90) calendar days from delivery of the notice to the other party.

1.3 Modification; Waiver; Extension. This Agreement may not be modified, the term extended, nor may compliance with any of its terms be waived, except by written instrument executed by the Chief of Police and Executive Director/CEO.

1.4 Acceptance of Supporting Documentation and Approvals. The acceptance of supporting documentation and approvals that are authorized or required under this MOU may not be unreasonably withheld.

1.5 Invoices and Work Orders; Compliance with City's Requirements. All invoices or other requests for draws upon work orders submitted by the SFPD under this MOU, and supporting documentation, must be in a form acceptable to the SFMTA CFO and must include a unique invoice number. All work orders under this MOU, supporting documentation, invoices and requests for draws upon such work orders shall comply with the City's rules, regulations and procedures for interdepartmental work orders.

1.6 Delegation of Authority. Any delegation of authority to act as the "authorized designee" of the Chief of Police, Commanding Officer, Executive Director/CEO, Security and Enforcement Director, SFMTA CFO or SFPD CFO, under this MOU, shall be in writing indicating the term of the delegation and executed by the principal on whose behalf the designee is authorized to act, and a copy thereof transmitted to the Chief of Police and the SFPD CFO, or to the Executive Director/CEO and SFMTA CFO, as appropriate. Any conditions or limitations on the authority delegated to the designee shall be set forth in the written delegation.

1.7 SFMTA's Payment Obligation. Except as otherwise provided herein, SFPD shall invoice SFMTA and SFMTA shall pay for only expenses authorized by this MOU and consistent with applicable law, and actually incurred by the SFPD.

It is further agreed that SFPD will charge the SFMTA for direct services requested by the SFMTA Executive Director/CEO and provided to the SFMTA. This shall include the full cost of services including salaries, fringe benefits, and other related direct costs. The SFPD will charge the SFMTA for direct costs only.

1.8 Liability of SFMTA and SFPD. Notwithstanding any other provision of this MOU, any third party claim against the City for general, special, consequential, indirect, or incidental damages arising out of the conduct of a SFPD employee, officer, or staff member shall be considered a claim against the SFPD, and not the SFMTA, regardless of whether the SFPD employee, officer or staff member was performing work on behalf of the SFMTA under this MOU.

Further, the SFMTA assumes no liability for any loss, cost, damage, injury, liability, worker's compensation, disability or claim thereof for injury to, or death of, a SFPD employee, officer, or staff member except to the extent that it arises from the SFMTA's sole negligence. In addition, the SFMTA assumes no liability for any loss, cost, damage, injury, liability or claims arising from the SFPD's use of facilities or equipment provided by the SFMTA except to the extent that it arises from the SFMTA's sole negligence.

Article II - SFMTA Security and Enforcement Division

2.1 Security and Enforcement Director; Assignment to SFMTA. The Chief of Police will assign a senior ranking member of the SFPD, to the SFMTA, acceptable to the

Executive Director/CEO, to supervise all law enforcement functions covered by this MOU and, at the discretion of the Executive Director/CEO, to manage the SFMTA's Security and Enforcement Division. Except for temporary assignments under Section 2.7, any member of the SFPD assigned to be the Security and Enforcement Director shall hold the rank of Commander or higher.

2.2 Security and Enforcement Director; Responsibilities. The Security and Enforcement Director shall be responsible for the development, implementation, management, and monitoring of SFMTA's law enforcement programs, functions and activities and any other security or public safety functions the Executive Director/CEO may assign. The Security and Enforcement Director must spend at least 95% of his or her time working on SFMTA assignments. The Security and Enforcement Director shall be responsible for the management and supervision of SFMTA employees, agents and contractors related to such programs, functions and activities. With respect to the Executive Director/CEO's responsibilities as the appointing officer for the SFMTA, the Security and Enforcement Director shall exercise those powers comparable to those delegated to other Directors by the Executive Director/CEO. The SFMTA may reorganize the Security and Enforcement Division to add, remove or otherwise modify the law enforcement, security, public safety and other programs, functions and activities administered by the division. The Executive Director/CEO shall retain full discretion to assign additional responsibilities to the Security and Enforcement Director, and to assign to any person or reassign from the Security and Enforcement Director responsibility for any existing or future program, function or activity administered by the division, unless (1) by law it may be performed only by a "peace officer" as defined in Penal Code §§830.1 *et seq.*, or (2) under Charter §§4.127 or A8.343, it may be performed only by the Police Commission or Chief of Police.

2.3 Employment Status; Peace Officer Status. The Security and Enforcement Director will remain a sworn member of the SFPD, and will continue to be subject to all relevant rules, regulations, policies and procedures of the SFPD during his or her tenure as Security and Enforcement Director. The legal rights and duties relating to the Security and Enforcement Director's employment with the City as a sworn member of the SFPD will continue to be governed by the City's memorandum of understanding with the San Francisco Police Officers' Association and applicable law, including but not limited to the Public Safety Officers Procedural Bill of Rights Act (California Government Code §§3300 *et seq.*) and Chapter 4.5 of Title 3 of the California Penal Code. The Security and Enforcement Director will maintain in good standing his or her status as a peace officer as provided under California Penal Code §§830 *et seq.* and other applicable law.

2.4 Security and Enforcement Director to Serve At-Will of SFMTA and SFPD; Replacement of Security and Enforcement Director. The Security and Enforcement Director is a member of the SFPD command staff, appointed by the Chief of Police, and assigned to the SFMTA to serve in the capacity of Security and Enforcement Director. The Chief of Police and the Executive Director/CEO shall mutually agree as to the selection of the Security and Enforcement Director. The Chief of Police after consultation with the Executive Director/CEO may move or change this assignment to better meet the needs of the SFPD. Absent exigent circumstances the Chief of Police will give notice to the Executive Director/CEO thirty (30) days prior to any such change so that a successor Security and Enforcement Director can be identified. If the Executive Director/CEO objects to the selection of the Security and Enforcement Director, the Executive Director/CEO may submit a written request to replace the Security and Enforcement Director to the SFPD and forward a copy to the Mayor's Office. The Chief

of Police will assign a new Security and Enforcement Director acceptable to the SFMTA as soon as practicable, and no later than twenty (20) days after receipt of the written request from the Executive Director/CEO to replace the Security and Enforcement Director, or to fill a vacancy in the position. A request for replacement and the assignment of a new Security and Enforcement Director is a management prerogative of the SFMTA and shall not be deemed to be disciplinary action or an adverse employment decision for any purpose. The failure of the Chief of Police and Executive Director/CEO to agree on an individual to be assigned as Security and Enforcement Director for a period of sixty (60) days from receipt of the Executive Director's written request shall automatically terminate Article II of this MOU without affecting any other Article of this MOU unless mutually agreed to by the SFPD and SFMTA.

2.5 Security and Enforcement Director Under Command of Chief of Police. On a daily basis, the Security and Enforcement Director shall report to the respective SFMTA executive overseeing these responsibilities but shall remain under the command and supervision of the Chief of Police with respect to SFPD functions. The Security and Enforcement Director shall report to and take assignments from the Executive Director/CEO with respect to SFMTA functions. The SFMTA and Executive Director/CEO shall have no authority to discipline the Security and Enforcement Director, and shall promptly refer any complaints or concerns concerning the Security and Enforcement Director's performance or conduct to the Chief of Police.

2.6. Full-Time Assignment. The assignment of the Security and Enforcement Director shall be on a full-time basis.

2.7. Regular Work Schedule; Time Off; Temporary Replacement. The Security and Enforcement Director's regular work schedule shall be determined by the Executive Director/CEO, in consultation with the Chief of Police, to meet the needs of the assignment. The Security and Enforcement Director will report significant deviations from the regular work schedule to the SFPD Administration Bureau and to the SFMTA, in advance, if possible. The Security and Enforcement Director's use of discretionary time-off is subject to the prior approval of the Chief of Police, and advance written notice shall be provided to the Executive Director/CEO whenever practicable. At the request of the Executive Director/CEO, the Chief of Police will attempt to make available another senior ranking officer to assist with law enforcement matters. The SFMTA will work order to the SFPD funding to reimburse the SFPD for the direct costs of salary and benefits for the senior ranking officer upon receipt of documentation of such costs acceptable to the SFMTA CFO.

2.8. Equipment. The SFPD will provide the following equipment to the Security and Enforcement Director at no additional cost to the SFMTA: a vehicle, fuel, a Blackberry or other mobile communications device capable of sending and receiving electronic mail, a cellular telephone, firearm, and such other equipment as is ordinarily provided to members of the SFPD command staff. The SFMTA may require the Security and Enforcement Director to carry additional equipment, the cost of which will be borne by the SFMTA and which must be returned to the SFMTA when requested, at the termination of this MOU, or upon the replacement of the Security and Enforcement Director. The Security and Enforcement Director will adhere to SFMTA's policies and procedures when using SFMTA equipment and will be responsible for maintaining the equipment in good working order.

2.9. Premium Pay Reimbursement. The SFMTA will reimburse the SFPD for any

premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of the Security and Enforcement Director's regular pay, provided that such premium pay is attributable to services rendered within the course and scope of the Security and Enforcement Director's duties under this MOU. The SFPD will provide the SFMTA CFO with supporting documentation justifying the hours worked and the reasons for premium pay acceptable to the SFMTA CFO.

2.10. Work Order; Reimbursement for Security and Enforcement Director's Services in FY2006/2007, FY2007/2008 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD funding to reimburse the SFPD for the direct costs of salary and benefits paid to the Security and Enforcement Director during the Fiscal Years indicated, upon receipt of documentation of such costs acceptable to the SFMTA CFO. This reimbursement will be for the actual personnel costs of the Security and Enforcement Director, consistent with payroll records, the Annual Salary Ordinance, and the provisions of the MOU between the SFPD and the San Francisco Police Officers' Association.

2.11 Supporting Documentation. The SFPD shall submit at intervals no less often than quarterly, accounting records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to the Security and Enforcement Director for services performed within the course and scope of this MOU, as may be reasonably required by, and are acceptable to, the SFMTA CFO. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and benefits costs, and all other charges, relating to the assignment of the Security and Enforcement Director.

2.12 Office Space; Clerical Support; Travel and Incidental Expenses. The SFMTA will provide the Security and Enforcement Director with an office. The SFMTA shall provide the Security and Enforcement Director with clerical and administrative support the SFMTA, in its sole discretion, deems necessary for the Security and Enforcement Director to perform his or her duties under this MOU. The SFMTA will reimburse the Security and Enforcement Director for reasonable travel and incidental expenses consistent with the rules, regulations and procedures for travel and official business expense reimbursements established by the City, provided (i) the Security and Enforcement Director has received the prior approval of the Executive Director/CEO for such expenses, (ii) the Security and Enforcement Director submits supporting documentation of such expenses actually incurred acceptable to the SFMTA CFO and (iii) in compliance with the City's rules and regulations.

2.13 Quarterly Activity Reports. The Security and Enforcement Director will provide quarterly reports to the Chief of Police, the Executive Director/CEO, the SFMTA COO, and the SFMTA CSO summarizing the law enforcement activities that relate to the Public Transit System. The quarterly reports shall include, but not necessarily be limited to, information on the date, time, duration, location and actions taken on incidents on the Public Transit System, to which SFPD officers responded or that were reported to the SFPD.

2.14 Termination for Convenience. For the convenience of the parties, and without cause or agreement of the other party, either the Chief of Police or the Executive Director/CEO may terminate Article II of this MOU and the assignment of a senior ranking member of the SFPD to the position of Security and Enforcement Director

without affecting the other Articles of this MOU. The party terminating the assignment under this section shall give not less than thirty days written notice to the other party. Termination of the assignment pursuant to this section shall not affect the ability of the parties to terminate this MOU pursuant to Section 1.2 or to exercise any other right under this MOU, or to modify this MOU by mutual written agreement.

Article III - Augmentation of Police Services on Public Transit System

3.1 Assignment of Additional Sworn Officers to Augment Muni Response Team ("MRT"). In furtherance of the purposes identified in the Declaration, the SFPD has established the MRT dedicated to law enforcement, security and related police services on and for the Public Transit System. During the term of this MOU, the SFPD shall maintain the staffing levels for the MRT set forth below. The parties agree that the MRT and dedication of sworn officers to provide police services dedicated to the Public Transit System are additional law enforcement services requested by the SFMTA and supplement existing general law enforcement services already provided by the SFPD to ensure public safety.

The SFPD shall assign one (1) supervising sergeant and twelve (12) police officers to the MRT. Of the thirteen (13) total SFPD members assigned to the MRT:

- Four police officers shall be K-9 officers.
- One squad shall consist of a sergeant and eight officers.

3.2 Reimbursement of SFPD's Costs for MRT; Overtime and Premium Pay Reimbursement; Reimbursement of Other Costs. The SFMTA will reimburse the SFPD for the direct costs of salary and benefits at regular rates paid to the actual SFPD members assigned to the MRT for services rendered within the course and scope of this MOU. The SFMTA will reimburse the SFPD for any overtime or premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of regular pay, provided that such overtime or premium pay is attributable to services rendered within the course and scope of their duties under this MOU and such overtime or premium pay was either (1) in the opinion of the Commanding Officer necessary for the immediate protection of the Public Transit System or persons on the Public Transit System, or (2) authorized in writing by the Executive Director/CEO, SFMTA CFO or Security and Enforcement Director. The SFPD will provide the SFMTA with supporting documentation for the hours worked by MRT members and the reasons for overtime or premium pay, if any, acceptable to the SFMTA CFO. The SFMTA's reimbursement of SFPD's costs that are not direct personnel costs shall be made only as set forth in the Approved Work Order Budget, consistent with the procedures and fiscal provisions in Article IV of this MOU.

3.3 Work Order; Costs of Muni Response Team for FY2007/2008 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD an amount set forth in Appendix A to reimburse the SFPD for the costs of the MRT during the Fiscal Years ending June 30, 2008 through June 30, 2009, and the amount set forth in the Approved Work Order Budget for any subsequent Fiscal Year covered by this MOU. The SFPD will submit accounting records, invoices and documentation supporting reimbursement of such costs, at intervals no less often than quarterly, as may be reasonably required by, and are acceptable to, the SFMTA CFO, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to all records, invoices and documentation supporting reimbursement of the SFPD's costs of the MRT required under this section. The data and documentation required by this

section and shall be incorporated into the quarterly reports required by Section 4.10.

Article IV - Administration and Additional Responsibilities

4.1 Incident Information. The SFMTA COO will provide the SFPD with bi-weekly reports providing information and records regarding criminal activity, accidents, law enforcement, security, public safety and related incidents occurring in or on the Public Transit System. The SFPD will not disclose such information or records to third parties for non-law enforcement purposes without the SFMTA's prior consent unless the SFPD has a legal obligation to do so. The SFPD will notify SFMTA of the disclosure, and will do so in advance whenever possible.

4.2 Service Priorities. The SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic, in conjunction with the SFPD, will develop public safety, law enforcement, security and policing priorities that specifically describe the additional law enforcement services and activities the SFMTA will require. The Commanding Officer or his/her designee will participate in developing these public safety and policing priorities.

4.3 Public Safety Outreach. The SFMTA will develop public safety outreach programs with the assistance of the SFPD. These programs will include on-board public safety advertisements, emergency procedures for both the public and the SFMTA, and development of audio/visual media for the press. The costs for any such program will be paid by the SFMTA.

4.4 Training Programs. The SFMTA will develop public safety, security, enforcement and other training programs for SFMTA personnel, including line inspectors and managers, with input and participation from SFPD.

4.5 Regular Staff Meetings. Appropriate personnel from the SFMTA, including the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic, and the SFPD shall hold regular staff meetings to address the additional SFPD services and activities under this MOU to further the purposes described in the Declaration.

4.6 K-9 Costs. The SFMTA shall reimburse the SFPD for costs incurred for the transportation, board and care for four K-9 police officers' dogs assigned to the SFMTA, including, but not limited to, appropriately equipped vehicles, food, veterinarian services, and kenneling from grant funds. If grant funds are no longer available, the SFMTA and SFPD will mutually negotiate the funding and continuation of the K-9 dogs. Sections 1.5 and 7.5 shall apply to supporting documentation for reimbursement of such K-9 costs, including any temporary redeployment of K-9 officers. There shall be a *pro rata* reduction of SFMTA's obligation to reimburse the SFPD for such K-9 costs for any temporary redeployment of K-9 officers. The SFMTA CFO shall be responsible for calculating any such reduction.

4.7 Command of MRT. The MRT shall be under the Officer-in-Charge. The Officer-in-Charge shall be under the command of and shall confer with and coordinate MRT activities with the Security and Enforcement Director. The MRT program shall be housed at the SFMTA's Security office, currently located at 875 Stevenson Street, Room 204 or any new location. The MRT shall provide a level of law enforcement services necessary to reduce criminal activity and ensure public safety and security on the Public

Transit System as determined by the Security and Enforcement Director.

4.8 MRT to Support SFMTA Priorities; Redeployment. The MRT shall provide law enforcement services to support the SFMTA's public safety and policing priorities, including the SFMTA's proof of payment ("POP") program. The MRT shall respond to POP deployment requests, as needed, throughout the Public Transit System. The assignment of SFPD personnel to the MRT shall be determined by the Officer-in-Charge. In deploying SFPD personnel, the Officer-in-Charge may consider any law enforcement practices and information the Officer-in-Charge deems relevant. The Officer-in-Charge shall notify the Security and Enforcement Director of any redeployment of MRT personnel as soon as it is reasonably possible and shall indicate the hours of any such redeployment. The Officer-in-Charge shall confer with the Security and Enforcement Director on a bi-weekly basis, or more frequently if requested by the Security and Enforcement Director, regarding MRT activities and any anticipated redeployment of MRT personnel. If MRT personnel are redeployed, SFMTA will not be responsible for payment for services of the redeployed personnel during the period of any redeployment.

4.9 MRT; Planning; Weekly Activity Reports. The Officer-in-Charge shall develop plans and policies to address crime and other law enforcement issues related to the Public Transit System, which shall respond to information provided at program monitoring meetings. Upon request, the Officer-in-Charge shall provide the Security and Enforcement Director or his/her designee with daily schedules from the Captain's morning report for SFPD personnel assigned to the MRT. The Captain's morning report shall include the police officer's assignment, details and redeployment, if any. These reports will be shared with the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic at their request.

4.10. MRT; Quarterly Reports. The Officer-in-Charge will maintain statistics from the Captain's Morning Reports made by SFPD personnel assigned to the MRT. These statistics shall be summarized in quarterly reports prepared by the Officer-in-Charge and provided to the Executive Director/CEO, SFMTA CFO, SFMTA COO, SFMTA CSO, SFMTA Director of Parking and Traffic and Security and Enforcement Director by the 15th of April, July, October and January of each calendar year. The quarterly reports will also include the number, location, and type of incidents encountered and the action taken by MRT and other SFPD personnel. The quarterly reports, as listed in Appendix B, shall be in a form acceptable to the SFMTA CFO. The requirements of Section 7.5 of this MOU shall apply to the quarterly reports and all morning reports and other records, reports, and data (including records and data stored in electronic format) upon which the quarterly reports are based.

4.11 Assistance for Special Events. The Officer-in-Charge shall ensure that the MRT assists the SFMTA during all special events, including but not limited to New Year's Eve, July 4th, Halloween, and sporting events.

4.12 Agreements with Other Agencies. The SFMTA may enter into agreements with other City departments, governmental agencies or private firms deemed appropriate by the Executive Director/CEO for public safety and the security of the Public Transit System. SFMTA will consult with the SFPD regarding any agreements reasonably anticipated to impact the SFPD's delivery of police services to the SFMTA.

4.13 Use of SFMTA-Funded Equipment. The SFPD shall use all equipment funded by the SFMTA only for services related to the Public Transit System. SFPD will be

responsible for the safety and condition of the equipment while in the possession of or issued to SFPD personnel. If any of the equipment is damaged or removed by SFPD personnel, the SFPD will be responsible for payment to SFMTA for replacement of the equipment. SFMTA may deduct such amounts from the work order for the current Fiscal Year or the following Fiscal Year.

4.14 Crime Analysis. SFPD will provide the SFMTA with Part I and Part II of its crime statistics and analysis for the Public Transit System. This report will be provided to the Executive Director/CEO, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic by the 15th business day of each month. The report, as listed in Appendix B, shall be in a form acceptable to the SFMTA CFO.

4.15. Bus Inspection Program. Officers assigned to the SFPD Field Operations Bureau will be responsible for conducting SFMTA vehicle inspections and patrols in and around SFMTA Muni Metro stations and in the vicinity of other SFMTA facilities. The SFPD Field Operations Bureau will be responsible for implementation of a revised Bus Inspection Plan ("BIP") that incorporates deployment of resources consistent with crime analysis which identifies specific crime patterns. The SFPD Field Operations Bureau, in consultation with the Security and Enforcement Director, SFMTA COO, and SFMTA CSO, will also coordinate effective deployment of SFPD resources resulting from community complaints and operator concerns. The SFPD Field Operations Bureau will be responsible for maintaining statistics for citywide bus inspections and bus inspections in each respective police district. SFPD district stations will be responsible for conducting plainclothes enforcement operations on specific SFMTA bus lines as deemed necessary by the District Commanding Officer, with input from the Security and Enforcement Director.

4.16 Training. The Officer-in-Charge shall provide individual and unit training for SFPD personnel assigned to the MRT, as well as supply SFPD personnel assigned to the MRT with all necessary equipment, support, and resources necessary to improve the quality, efficiency and productivity of the MRT.

4.17 Training; continued. SFPD personnel assigned to the MRT shall participate in training offered by the Security and Enforcement Director and SFMTA Security and Enforcement Division and/or the SFMTA COO and SFMTA CSO as directed by the Officer-in-Charge.

4.18 Equipment. The SFPD shall provide for all SFPD personnel assigned to the MRT the same equipment as provided to any other similar SFPD employee. The SFPD shall provide at least six (6) marked and two (2) unmarked vehicles for use by SFPD personnel assigned to the MRT.

4.19. Program Monitoring and Review. On a monthly basis, the Security and Enforcement Director, SFMTA COO, SFMTA CSO, SFMTA Director of Parking and Traffic, MUNI Operations personnel, TWU Local 250-A officers, other appropriate SFMTA personnel, the Officer-in-Charge or his/her designee, and designated SFPD Field Operations Bureau personnel shall meet for the purpose of reviewing, discussing, and resolving any issues covered by this MOU. The meetings shall discuss crime patterns, deployment of SFPD personnel, and any other issues relevant to MRT operations. At the meetings, SFPD personnel will make recommendations to SFMTA personnel on ways to reduce incidence of criminal activity and improve public safety and security on the Public Transit System.

4.20. Program Monitoring and Review; continued. The Security and Enforcement Director, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic will bring any issues or concerns regarding MRT activities and effectiveness to the attention of the Officer-in-Charge in writing, including any performance-related matters regarding SFPD personnel assigned to the MRT. SFPD will review any request to replace personnel assigned to the MRT and provide a written response to the Security and Enforcement Director or Executive Director/CEO within thirty (30) working days of receipt of such request.

4.21. Program Monitoring and Review; continued. During the last quarter of each Fiscal Year, as part of the annual budget process, the Chief of Police shall meet with the Executive Director/CEO and such SFMTA executive staff as the Executive Director deems appropriate to discuss and resolve any issues regarding SFPD's law enforcement services provided under this MOU.

4.22 Transit System Safety and Security Maintenance of Effort. In order to ensure a safe and secure Public Transit System, SFPD District Captains shall provide ongoing law enforcement services on the Public Transit System as part of the Community Policing and BIP programs. SFPD police officers shall continue to respond to reports of crimes and other criminal activity on the Public Transit System. It shall be the responsibility of each SFPD District Captain to ensure reasonable compliance with this requirement and to report about the frequency of BIP program enforcement within his or her assigned district. In addition, SFPD District Captains shall report on BIP program enforcement as part of his or her regular status reports to community groups, the media, and other interested parties.

4.23 MRT Community Outreach. The Officer-in-Charge and the Security and Enforcement Director and other SFMTA Executive Staff will coordinate community outreach efforts for the MRT.

4.24 Police Academy Training. The Police Academy Officer-in-Charge shall develop information and materials to be provided to police officer recruits regarding law enforcement services provided by the SFPD to the SFMTA. The Security and Enforcement Director, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic shall review these documents and may provide comments and suggestions to the Police Academy Officer-in-Charge in writing.

4.25 Investigations. The SFPD is responsible for the investigation of all crimes and other law enforcement related matters that occur on the Public Transit System except those under the jurisdiction of and being investigated by the Federal Transit Administration or other federal law enforcement agency.

4.26 Investigations; Analysis. The Officer-in-Charge will analyze pertinent data on crimes and incidents occurring on the Public Transit System with the objective of enhancing the effective deployment of SFPD personnel and reducing criminal activity.

4.27 Internal Investigations. The SFPD will assist SFMTA staff in conducting investigations of potential criminal activity by SFMTA employees. The SFPD shall be the lead agency in such investigations.

4.28 Magazine Facility. The SFPD, SFMTA, and TSA Canine will continue to

coordinate the usage and maintenance of the magazine facility.

4.29 Transit Security Enhancement Program. Joint efforts shall be coordinated between the Transit Security Administration ("TSA"), SFPD, and SFMTA to deploy TSA personnel in transit facilities or on transit vehicles to provide enhanced security for the transit system. The Security and Enforcement Director or the SFMTA CSO shall request coordination of the Transit Security Enhancement Program operations thirty (30) days prior to a planned or anticipated event. The SFMTA shall cover the SFPD's costs of deployment, including overtime expenses for SFPD personnel assigned to liaison and supervise Transit Security Enhancement Program teams at the rate of one SFPD supervisor for each seven (7) person Transit Security Enhancement team if other MRT personnel are not available to be utilized. Each Transit Security Enhancement Program operation will be reviewed on a case by case basis to determine appropriate staff deployment.

Article V - Night Enforcement of Parking Regulations

5.1 Night Enforcement of Parking Regulations by SFPD. Due to the limited number of parking control officers scheduled to work at night, SFPD officers will respond between the hours of 12 midnight and 6 a.m. to complaints of blocked driveways and other violations of parking regulations for which the vehicle complained of, if parked in violation of applicable parking regulations, may be towed ("Night Parking Enforcement"). On December 31, 2009, the SFMTA will assume responsibility for enforcement of Night Parking Enforcement and SFPD enforcement will no longer be required. At that time, Article V will no longer remain in effect.

5.2 Reimbursement. The SFMTA will reimburse the SFPD for the costs of Night Parking Enforcement on an "average cost per call" basis as provided in this MOU. The SFPD will bill the SFMTA for the actual number of responses to complaints of blocked driveways and other illegal parking made during the relevant billing period.

5.3 Quarterly Billing Statements. Requests from the SFPD to the SFMTA for reimbursement of Night Parking Enforcement costs shall be set forth in quarterly billing statements supported by a written report that tallies the number of responses during the quarter covered by the statement and provides, at a minimum, the following information for each response for which SFPD requests reimbursement: date, time of dispatch, call type (Nos. 409, 586, 587 & 588), unit designation, location (by street address), disposition and such other information as the SFMTA CFO may reasonably request to justify SFPD's request for reimbursement. The billing statement and supporting report shall be in substantially the same form as the sample set forth in Appendix B.

5.4 Reimbursement Rate; Annual Cap on Total Reimbursement. The rate at which the SFMTA will reimburse the SFPD for the costs of Night Parking Enforcement will be the then prevailing hourly rate of pay for two Q4 police officers, including night differential and benefits costs, for 20 minutes per call response. The total reimbursement for all responses made during a Fiscal Year shall not exceed the amount in the Approved Work Order Budget and corresponding work order for such Fiscal Year regardless of the actual number of responses to calls made during the Fiscal Year. The SFPD will continue its Night Parking Enforcement efforts in the event the estimated costs in the Approved Work Order Budget and amount of the work order in any given Fiscal Year are

insufficient to cover SFPD's costs for that year. The SFPD shall provide a breakdown of the hourly rate, night differential and benefits costs for Q4 officers as of the date of execution of this MOU, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The SFPD will promptly notify the SFMTA CFO of any new or amended agreement with the San Francisco Police Officers Association that changes the pay rate for Q4 police officers from the rates set forth in the appendix.

5.5 Work Orders for Night Parking Enforcement Services. The SFMTA will work order to the SFPD the amount set forth in Appendix A to reimburse the SFPD for Night Parking Enforcement during the periods indicated, upon receipt of documentation of such costs acceptable to the SFMTA CFO:

- for the period between December 1, 2006 and June 30, 2007 (The SFMTA will be under no obligation and the SFPD will not request any additional amounts from SFMTA for such services rendered prior to December 1, 2006.)
- to reimburse SFPD for costs incurred for Night Parking Enforcement during the Fiscal Year ending June 30, 2008.
- the amount set forth in the Approved Work Order Budget to reimburse the SFPD for the costs of the Night Parking Enforcement during the Fiscal Year ending June 30, 2009.
- to reimburse the SFPD for costs incurred for Night Parking Enforcement from July 1, 2009 through December 31, 2009.

Article VI - Taxi Detail and Taxi-Related Law Enforcement

6.1 Scope and Priority of Enforcement. SFPD shall provide law enforcement services to address violations of the San Francisco Police Code, the San Francisco Transportation Code, and any other local, state or federal law applicable to the operation of motor vehicles in the City that is violated by any Permit Holder or by any person or entity illegally providing taxi service within the City, including prevention and detection of crimes, infractions, and San Francisco Transportation Code violations. The parties acknowledge and agree that during the 2009-2010 fiscal year, the SFMTA will endeavor to undertake the administrative functions currently performed by the Taxi Detail, including processing lost property, new driver applications and public complaints.

6.2 Enforcement Plan. After execution of this MOU, the SFMTA and the Chief of Police and the Director of DTAS shall prepare a written Enforcement Plan identifying enforcement tasks and priorities for the purpose of this Article VI and setting forth by percentage how enforcement time will be spent by individual personnel.

6.3 Enforcement Priorities. For the purpose of this Article VI, the SFPD's enforcement efforts shall be prioritized in accordance with a) the Enforcement Plan, and b) the needs identified by the Taxi Detail's Officer in Charge, in that order of precedence.

6.4 Fiscal Oversight. SFPD shall supervise and manage SFPD personnel in a cost-effective manner to provide enforcement of taxi-related laws and regulations in a

manner that meets the SFMTA's law enforcement needs as identified by the Enforcement Plan and by the SFMTA through the Taxi Detail.

6.5 Assignment of Personnel to Taxi Detail. SFPD shall assign and the SFMTA shall provide funding for the Taxi Detail positions listed in this Section. SFPD shall notify SFMTA in writing of the names and ranks of assigned individuals prior to their assignment. The SFMTA may request in writing the removal of any assigned personnel for demonstrated performance problems or failure to comply with the Enforcement Plan or this MOU. Personnel assigned to the Taxi Detail shall include:

6.5.1 One quarter of a Lieutenant's position to oversee the Taxi Detail and law enforcement activities by SFPD personnel not assigned to the Taxi Detail.

6.5.2 One Officer-in-Charge of at least the rank of sergeant.

6.5.3 At the SFMTA's option, one police officer in Q2 through Q4 rank and scheduled to work a weekday business hour shift that meets the needs of both the SFMTA and SFPD and is consistent with the terms of the MOU between the SFPD and POA.

6.5.4 One civilian office clerk.

6.5.5 In the event that personnel assigned to the Taxi Detail leave the SFPD or are reassigned or are unavailable for assignment for a period longer than two weeks, the SFPD shall make best efforts to fill vacant and unavailable positions within the Taxi Detail. Alternatively, the parties may mutually agree on a plan to convert the unspent Taxi Detail funds to overtime.

6.6 Command Structure and Communications Protocol.

6.6.1 To ensure clear and current communications, the Officer-in-Charge, through the chain of command, shall inform the SFMTA, in advance if possible, of any change in assignment lasting more than five business days. The SFMTA shall inform the Officer-in-Charge of any change in DTAS Director lasting more than five business days.

6.6.2 The Lieutenant-in-Charge shall meet regularly with SFMTA, on a mutually agreed upon schedule, to discuss past performance and future planning of taxi-related law enforcement operations conducted pursuant to this Article VI.

6.6.3 The Officer-in-Charge, through the chain of command, shall immediately notify SFMTA of any arrests referred to Taxi Detail, or any information related to any public safety risk within the taxi industry, or which is deemed newsworthy by the Officer-In-Charge.

6.6.4 The Taxi Detail Officer-in-Charge shall report to the Lieutenant-in-Charge. The Lieutenant-in-Charge shall report to the Security and Enforcement

Director.

The Security and Enforcement Director will meet with the Lieutenant-in-Charge on a regular basis to discuss overall planning, training and enforcement activity. SFMTA taxi concerns will be the focus of these meetings.

The Lieutenant-in-Charge of the Taxi Detail will meet with the Taxi Detail Officer-in-Charge to ensure that the enforcement activity is sufficiently addressing the needs of the SFMTA. Strategies to address SFMTA taxi concerns will be discussed, planned and approved by the Lieutenant-in-Charge of the Taxi Detail.

Implementation of enforcement strategies will be performed and tracked by the Taxi Detail Officer-in-Charge. The daily operations and personnel assignments of the Taxi Detail shall be the responsibility of the Taxi Detail Officer-in-Charge.

6.7 Use of Non-Taxi Detail Personnel. SFPD will take reasonable steps to provide sufficient sworn and non-sworn personnel to provide for SFMTA enforcement needs as identified through mutual agreement by the SFMTA and the Officer-in-Charge, including but not limited to the following functions:

6.7.1 Active street patrols, including foot, mobile and undercover patrols.

6.7.2 Attending and presenting at administrative meetings and hearings, including those conducted by the SFMTA Board of Directors, Board of Appeals, and Paratransit Broker.

6.7.3 Communicating as needed with the Ground Transportation Unit at SFO and other divisions of the SFPD.

6.7.4 Processing and investigating public complaints through 311 and other sources.

6.7.5 Documenting enforcement activity and results on a form provided by the Taxi Detail and approved by the SFMTA.

6.8 Administrative Enforcement. SFPD and SFMTA will work together to ensure effective law enforcement efforts in areas including but not limited to non-criminal enforcement against unpermitted taxis and limousines and regulatory requirements applicable to Permit Holders. SFPD may permit SFMTA personnel to accompany SFPD personnel during enforcement operations, subject to the discretion of the Lieutenant-in-Charge, an executed and approved ride-along liability waiver consistent with existing SFPD policy and procedures, and completion of any training required by the SFPD for such purpose.

6.9 Other Fiscal Issues. Any funding within the annual budget that is allocated to overtime or absences from the worksite shall be kept in a separate accounts identifying each type of time.

6.10 Required Reports.

SFPD shall provide the following reports at the intervals set forth below:

6.10.1 Monthly

6.10.1.1 Police Report Logs: List of police reports referred or assigned to the Taxi Detail, including citations, arrests, vehicle impounds and daily rebooking sheets.

6.10.1.2 Activity Report: Statistical summary of daily enforcement provided pursuant to this MOU, including rebooking statistics.

6.10.1.3 Until such time as the SFMTA notifies SFPD in writing that it is undertaking the processing of public complaints, the SFPD shall provide a monthly list of public complaints that were not received through the 3-1-1 system.

6.10.1.4 Until such time as the SFMTA notifies SFPD in writing that it is undertaking the processing of new driver applications, the SFPD shall provide a monthly accounting of fees collected.

6.10.2 Quarterly. Expenditure Report including records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to SFPD personnel for services performed within the course and scope and in compliance with the requirements of this MOU. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and benefits costs, and all other charges, relating to the Taxi Detail and any law enforcement activity or administrative costs by SFPD personnel who are not assigned to the Taxi Detail.

6.10.3 Twice per calendar year (March and September)

6.10.3.1 Staffing plan/shift schedules

6.10.3.2 Prospective activity report. Expenditure Report including records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to SFPD personnel for services performed within the course and scope and in compliance with the requirements of this MOU. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and benefits costs, and all other charges, relating to the Taxi Detail and any law enforcement activity or administrative costs by SFPD personnel who are not assigned to the Taxi Detail.

SFPD shall provide the following reports at the intervals set forth below:

The Chief of Police and the SFMTA shall agree on an annual budget for all taxi

law enforcement activities by both the Taxi Detail and other departmental personnel. The SFMTA retains final approval authority for the annual budget.

Article VII - Budget and Other Fiscal Issues

7.1 Annual Budget; Submission by SFPD and Response by SFMTA. The Chief of Police shall propose a prospective annual budget for all law enforcement, security and police support services to be provided by the SFPD under this MOU to the Executive Director/CEO and the SFMTA CFO by November 1st for the next Fiscal Year. The SFMTA will respond in writing by January 1st which line items in the propose annual budget for the next Fiscal Year are approved. The approved line items in the proposed annual budget shall become the Approved Work Order Budget for that Fiscal Year.

7.2. Annual Budget; Content. The proposed annual budget shall include salary related expenses such as overtime and premium pay and non-salary related expenses such as contracts, materials and supplies, equipment, and services of other departments. The budget will include a narrative of why the SFPD believes the SFMTA should be charged for overtime and premium pay. There shall be a separate budget for each Article in this MOU, Articles II through Article VI and Article VIII.

7.3 Direct Purchase of Goods and Services by SFMTA. The SFMTA will be responsible for the direct purchase and payment of the non-salary related goods and services contained in the Approved Work Order Budget.

7.4 SFPD Expenditures Not Included in Approved Work Order Budget. The SFMTA will not reimburse SFPD for expenditures not included in the Approved Work Order Budget unless SFMTA has received a written request from SFPD and written approval has been obtained from the SFMTA CFO and Executive Director/CEO. Invoices or other requests from SFPD for reimbursement of non-personnel costs not included in the Approved Work Order Budget must be approved by the SFMTA CFO prior to being submitted to the SFMTA's Accounting Department for payment. Billings for personnel costs not included in the Approved Work Order Budget must be approved by the SFMTA CFO prior being submitted to SFMTA's Accounting Department for payment.

7.5 Accounting Records. The SFPD shall maintain accurate accounting records for all work order or other expenditures for which the SFPD will request reimbursement from the SFMTA under this MOU. The SFPD CFO shall provide copies of all accounting records required under this MOU to the SFMTA CFO with each work order billing statement or other request for reimbursement submitted to the SFMTA for payment. Accounting records shall be submitted on a monthly, quarterly and annual basis, as requested, to the Security and Enforcement Director and the SFMTA CFO. Reports relating to reimbursable salary expenditures will include the police officer's name or badge number and the hours worked. Such reports will also identify all direct expenses, overtime costs, and overhead, such as training and administrative expenses, and redeployed hours in separate line items. SFPD records will be made available to the SFMTA CFO for auditing purposes and will be retained for a minimum of three years, or such longer period as may be required by law, the terms of any applicable state or federal grant, or the SFPD's records retention policy.

7.6 Audit and Inspection of Records. SFPD agrees to maintain and make available to the SFMTA accurate books and accounting records relating to its work under this MOU. SFPD will permit the SFMTA or its designee 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 MOU. SFPD shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this MOU or until after final audit has been resolved, whichever is later.

Article VIII - SFPD Traffic Company

8.1 Assignment of SFPD Traffic Company Officers to Address Surface Transportation Traffic Issues. In furtherance of the purposes identified in the Declaration, the SFPD has assigned Traffic Company personnel dedicated to enforce traffic laws and related police services for the SFMTA. During the term of this MOU, the SFPD shall use its best efforts to maintain the staffing levels for the Traffic Company set forth below. The parties agree that the Traffic Company and dedication of sworn officers to provide police services dedicated to the SFMTA are additional law enforcement services requested by the SFMTA and supplement existing general law enforcement services already provided by the SFPD to ensure public safety.

The SFPD shall assign one (1) Captain (4) Lieutenants (12) Sergeants and (85) Officers.

8.2 Reimbursement of SFPD's Costs for Traffic Company Overtime and Premium Pay Reimbursement; Reimbursement of Other Costs. The SFMTA will reimburse the SFPD for the direct costs of salary and benefits at regular rates paid to the SFPD members assigned to the Traffic Company and any associated administrative overhead costs for services rendered within the course and scope of this MOU. The SFMTA will reimburse the SFPD for any overtime or premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of regular pay. The SFPD will provide the SFMTA with supporting documentation for the hours worked by Traffic Company members, the reasons for any overtime or premium pay, and a breakdown by line-item for administrative overhead costs, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The SFMTA's reimbursement of SFPD's costs that are not direct personnel costs shall be made only as set forth in the Approved Work Order Budget, consistent with the procedures and fiscal provisions in this MOU.

8.3 Work Order; Costs of Traffic Company for FY2009/2010 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD an amount set forth in Appendix A to reimburse the SFPD for the costs of the Traffic Company during the Fiscal Year ending June 30, 2010, and the amount set forth in the Approved Work Order Budget for any subsequent Fiscal Year covered by this MOU. The SFPD will submit accounting records, invoices and documentation supporting reimbursement of such costs, at intervals no less often than quarterly. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to all records, invoices and documentation supporting reimbursement of the SFPD's costs of the Traffic Company required under this section.

8.4 Service Priorities. The SFMTA, in conjunction with the SFPD, will develop traffic law enforcement and policing priorities that specifically describe the additional law enforcement services and activities the SFMTA will require. The Traffic Company Commanding Officer or his/her designee will participate in developing these traffic enforcement and policing priorities.

8.5 Regular Staff Meetings. Appropriate personnel from the SFMTA, including the SFMTA COO, SFMTA CSO, and Director of Parking and Traffic, and the SFPD shall hold regular staff meetings to address the additional SFPD services and activities under this MOU to further the purposes described in the Declaration.

8.6 Command of Traffic Company. The Traffic Company shall be under the command of the Commanding Officer. The Commanding Officer shall be under the command of the Security and Enforcement Director. When directed to participate in special events, planned and unplanned, the Commanding Officer shall report to the Field Operations Bureau chain of command to execute his or her role in the respective operations order or to fulfill directives as received for a critical incident. The Traffic Company shall be housed at the Hall of Justice currently located at 850 Bryant Street or any new location. The Traffic Company shall provide a level of law enforcement services necessary to ensure a safe flow of traffic that will increase public safety of the Transit System as determined by the SFMTA.

8.7 Traffic Company to Support SFMTA Priorities; Redeployment. The Traffic Company shall provide law enforcement services to support the SFMTA's public safety and policing priorities for the Public Transit System. In deploying SFPD personnel, the Commanding Officer may consider any law enforcement practices and information the Commanding Officer deems relevant. The Commanding Officer shall notify the Security and Enforcement Director of any redeployment of the Traffic Company personnel as soon as it is reasonably possible and shall indicate the hours of such redeployment. The Commanding Officer shall confer with the Security and Enforcement Director, the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic on a frequent basis regarding Traffic Company activities and any anticipated redeployment of Traffic Company personnel.

8.8 Training. SFPD personnel assigned to the Traffic Company shall participate in training offered by the Security and Enforcement Director and the SFMTA Security and Enforcement Division as directed by the Commanding Officer.

SAN FRANCISCO POLICE DEPARTMENT

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
HEATHER FONG
Chief of Police

Date

By: _____
NATHANIEL P. FORD, SR.
Executive Director/CEO

Date

ATTEST:

Authorized by SFMTA Board
Resolution No.
Dated:

By: _____
Roberta Boomer
Secretary, SFMTA Board

Appendix A

Work order Amounts for FY 2008 -2010

Index Code Title	Div	Subobj	Subobject Title	Purpose	FY 2007-08 Budget	FY 2008-09 Budget	FY 2009-10 Budget
OFFICE OF SECURITY PROGRAMS	SS	081PS	GF-POLICE SECURITY (AAO)	Third Street and MRT Coverage	3,173,239	3,152,858	2,212,867 (Third Street coverage eliminated)
PARK DIV IN PRKNG FUND/NON PROJ (1)	PK	081PS	GF-POLICE SECURITY (AAO)	Traffic Division	7,542,495	7,906,443	8,992,852
PARK DIV IN PRKNG FUND/NON PROJ (2)	PK	081PS	GF- POLICE SECURITY (AAO)	Night Parking and Garage Drive by Enforcement	405,000	424,962	299,630 (One-half year of Night Parking enforcement; Garage Drive by enforcement eliminated)
TAXI CAB ENFORCEMENT - EXP	AA	081PX	GF-POLICE NON-SECU	Taxi Detail			749,317
Total					11,121,134	11,484,263	12,254,666

Appendix B

Reports

The following documents will be provided by the SFPD to the SFMTA no later than the date of final approval of the MOU and are subject to the approval of the SFMTA CFO. Once approved by the SFMTA CFO, the approved documents will be provided to the SFMTA quarterly prior to payment of work order amounts by the SFMTA to the SFPD:

- 1) Accounting records, invoices and documentation supporting reimbursement of MRT costs, as described in Section 3.3.
- 2) MRT Quarterly Reports, as described in Section 4.10.
- 3) Crime analysis reports, as described in Section 4.14.
- 4) Night Parking Enforcement reimbursement rates, as described in Section 5.4.
- 5) Traffic Company documentation supporting work order payments, as described in Section 8.2.

EXHIBIT A.17a

Memorandum of Understanding for Hazardous Waste Management Services Between The Department of Public Health And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between **The Department of Public Health** (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **hazardous waste management services** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$241,200** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The San Francisco Department of Public Health will provide the staffing and equipment required to properly collect these and other hazardous materials from the various SFMTA facilities and manages the vendors that dispose the material in licensed waste disposal facilities.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below. The Department shall cease providing services to the SFMTA if the cost of providing services exceeds \$241,000. The Department will resume providing services if additional funds are received from the SFMTA.

The responsibilities of the SFMTA are summarized in the Hazardous Waste Generator Management Checklist for City Departments (Attachment B). The SFMTA must comply with all Federal, State, and local Hazardous Waste laws and regulations.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Scott Nakamura (415)252-3994**. The SFMTA's designated contact person for this MOU shall be **Steven Lee (415) 701-4592**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

AGREED TO AS WRITTEN ABOVE:

DEPARTMENT OF PUBLIC HEALTH

By: _____
MITCH KATZ, M.D.
Director of Health

Department of Public Health MOU—Attachment A

Fiscal year:	2010-2011
Total MOU Amount:	\$241,200
Requesting Department:	SFMTA
Program:	BE3 & BE2
Department Fund:	5MAAAAAA & 5NAAARDN
Object:	081HT
Performing Department:	Public Health
Program:	EHS-Hazardous Waste
Department Fund:	

Description of Services:

Type of Services: Under this work order agreement, the Department of Public Health (DPH) will provide the following services to SFMTA.

1. Provide expertise to assist SFMTA in the management of Hazardous wastes and comply with federal, state and local hazardous waste laws and regulations.
2. Provide staffing, equipment, and expertise to assist SFMTA in the management of wastes.
3. Collect and dispose hazardous waste from SFMTA facilities in accordance with local state and federal laws.
4. Coordinate and oversee the use of contractors to provide additional staffing, equipment, supplies, licensed transportation to disposal facilities and disposal services.
5. Maintain accurate record keeping and documentation to insure that proper waste evaluations are performed as requested by SFMTA, waste minimization opportunities are explored and applicable hazardous waste taxes and fees are paid.
6. Maintain files for hazardous waste manifests and other records required by law for waste managed by the Hazardous Waste Program. Provide signed manifest documentation chain of custody and disposal site.
7. Quarterly work order expenditure summaries will be provided to SFMTA.
8. Time required depends on volume and character of waste, location, and preparation required for transportation and disposal.

1. The budget for the services to be provided under this agreement is estimated to be \$241,000 in Fiscal Year 2010/11 (see Table I).

Table I: FY 2010- 2011 Estimated Budget Summary by Facility

	Quantity	Price	FY10-11 Budget
1. WOODS BUS MAINTENANCE FACILITY (Waste Type & Service)			
Dust from grinding brake shoes	2x55 gallon drums	\$175/drum	\$350
Oily rags and oily debris	95 x55 gallon drums	\$93/drum	\$8,835
Waste oil, diesel coolant water	3x55 gallon drums	\$157/drum	\$471
Lead paint chips	3x55 gallon drums	\$233/drum	\$699
PCB ballast	1200 lbs	\$1.85/lb	\$2,220
Lamps	10,000 Feet	\$.10/foot	\$1,000
Lithium batteries	200 lbs	\$4.28/lb	\$856
Alkaline batteries	2250 Lbs	\$.93/lb	\$2,092
Oily water with sludge	5x55 gallon drums	\$225/drum	\$1125
Flammable liquids	2x55 gallon drums	\$115	\$230
Oily sump water with sludge	3x3000 gallon tankers	\$1.52/gallon	\$13,680
Supplies and transportation	100 55 gallon drums	\$42 + \$68/hour	\$4,200+1360
Inspector's time	250 hours	\$90/hour	\$22,500
TOTAL			\$59,619
2. FLYNN BUS MAINTENANCE FACILITY (Waste Type & Service)			
Oily debris and oily rags	22 x55 gallon drums	\$93.00/drum	\$2,046
Oily water from sump w/sludge	4x55 gallon drums	\$128/drum	\$512
Oily water with low levels of heavy metals	3 x 5000 gallon tanker	\$1.52/gallon	\$22,800
Oily soil or debris	3 x 55 gallon drums	\$225/drum	\$675
Lamps	8000 feet	\$.10/foot	\$800
Waste oil with fuel	2x55 gallon drums	\$151	\$302
Alkaline Ni/Cad Batteries	750 lbs	\$.93/lb	\$700
Oil filters	5x55 gallon drums	\$157.28/drum	\$786.4
Inspector hours	170 hours	\$90/hr	\$15,300
Materials and transportation	37x55 gallon drums + 10 hrs transportation	\$46/drum + \$68/hr	\$1,702+680
TOTAL			\$46,301

	Quantity	Price	FY10-11 Budget
3. KIRKLAND BUS MAINTENANCE FACILITY (Waste Type & Service)			
Coolant	4x55 gallon drums	\$192	\$768
Water from sump	4x55 gallon drums	\$225	\$900
Oily rags with debris	20x55 gallon drums	\$225	\$4,500
Oily water from sump	3x3000 gallon tanker	\$1.52/gallon	\$13,680
Supplies and transportation	30 x55gallon drums	\$42/drum +\$68/hr	\$1,260+680
Fluorescent lamps	7869 feet	\$.10/foot	\$787
Alkaline batteries	700 lbs	\$.93/lb	\$651
Inspector hours	140 hours	\$90/hr	\$12,600
TOTAL			\$35,826
4. POTRERO BUS MAINTENANCE FACILITY (Waste Type & Service)	Quantity	Price	FY10-11 Budget
Wet Ni/Cad batteries	10,000 lbs	\$1/lb	\$10,000
Lamps	6200 Feet	\$.10/foot	\$620
Oily rags with oily debris	15x55 gallon drums	\$225	\$3,375
Used oil	3x55 gallon drums	\$127/drum	\$381
Oily water with sludge	5x55 gallon drums	\$185/drum	\$925
PCB Capacitors	700 lbs	\$1.85/lb	\$1,295
Inspector time	115 hours	\$90/hr	\$10,350
Supplies and Transportation	25x55 gallon drums+10hrs	\$42/drum + \$68/hour	\$1,050+680
TOTAL			\$28,676
5. PRESIDIO BUS MAINTENANCE FACILITY (Waste Type & Service)	Quantity	Price	FY10-11 Budget
Wet Ni/Cad batteries	4,000 lbs	\$1/lb	\$4,000
Fluorescent lamps	5300 Feet	\$.10/foot	\$530
Ni/Cad hydroxide	3x55 gallon drums	\$450/drum	\$1,350
Oil based paint/solvents	2x55 gallon drums	\$233/drum	\$466
Latex paint	1x55 gallon drum	\$233/drum	\$233
Oily rags with debris	12x55 gallon drums	\$225/drum	\$2,700
Supplies and transportation	20 x55 gallon drums+10hours	\$42/drum +\$68/hour	\$840+680
Inspector Hours	140 hours	\$90	\$12,600
TOTAL			\$23,399

	Quantity	Price	FY10-11 Budget
6. GREEN LRV MAINTENANCE (Waste Type & Service)			
PCB capacitors	500 lbs	\$1.80/lb	\$900
LRV electrical compartment dust	8 x55 gallon drums	\$175/drum	\$1,400
Steam room sludge (oily water)	2x55 gallon drums	\$225/drum	\$450
Oily debris and oily rags	4x55 gallon drums	\$225/drum	\$900
Supplies and transportation	20 x55 gallon drums + 10hrs	\$42/drum +\$68/hr	\$840+680
Inspector Hrs	30 hrs	\$90	\$2,700
TOTAL			\$7,870
7. CABLE CAR MAINTENANCE (Waste Type & Service)			FY10-11 Budget
Oily debris	12x55 gallon drums	\$225	\$2,700
Oil based paint/solvents	2x55 gallon drums	\$233/drum	\$466
Fluorescent lamps	3000 feet	\$.10	\$300
Supplies and transportation	15 x55 gallon drums+20 hours	\$42/drum +\$68/hour	\$630+1,360
Inspector's time	40 hours	\$90/hour	\$3,600
TOTAL			\$9,056
8. 700 PENNSYLVANIA (Waste Type & Service)			FY10-11 Budget
Used oil	2x55 gallon drums	\$127/drum	\$254
Used Coolant	2x55 gallon drums	\$150/drum	\$300
Oily rags	4x55 gallon drums	\$225/drum	\$900
Oil based paint solvents	2x55 gallon drums	\$151/drum	\$302
Supplies and transportation			\$1,000
Inspector time	20 hours	\$90	\$1,800
TOTAL			\$4,556
9. SCOTT CENTER (Waste Type & Service)			FY10-11 Budget
Oily rags with oily debris	6x55 gallon drums	\$225	\$1,350
Flammable liquids	2x55 gallon drums	\$115	\$230
Supplies and transportation	10x55 gallon drums +6 hours	\$42/drum +\$68/hour	\$420+408
Inspector's Time	15 hours	\$90/hr	\$1,350
TOTAL			\$3,758
OTHER MTA EXPENSES			
California EPA-DTSC verification and manifest fees			\$4,000
Micro analytical lab			\$2,805
TOTAL			\$6,805
TOTAL Index Code 685000			\$225,000

	Quantity	Price	FY10-11 Budget
10. PARKING & TRAFFIC (Waste Type & Service)			
Used Oil with water	2x55 gallon drums	\$127/drum	\$254
Alkaline Batteries	11,000 lbs	\$.71/lb	\$7,810
Latex Paint	2x55 gallon drums	\$204/drum	\$408
Oil based Paint	1X55 gallon drum	\$157/drum	\$157
Flammable Aerosol	2x55 gallon drums	\$250/drum	\$500
Lithium batteries	80 lbs	\$4.28/lb	\$342
Inspector's time	45 hours	\$90/hour	\$4,050
California EPA-DTSC verification and manifest fees			\$250
Forensic labs			\$569
Supplies and transportation	20x55 gallon drums + 15 hours	\$42/drum + \$68/hour	\$840+1,020
TOTAL Index Code 686010			\$16,200
Grand Total			\$241,200

Note: Department of Parking and Traffic will be taking over the park meter operations at the Port of San Francisco. This will result in an increase by approximately 5,000 pounds of spent batteries or \$3550 in the estimated fiscal budget for 2010/2011.

2. Of the total budget, \$86,850 will be used to pay for approximately 965 hours of service provided by Department of Public Health Staff time (see Table II). The remaining \$154,191 will be used to purchase toxic waste disposal materials and pay for transportation and toxic waste disposal fees.

Table II: Staff Names, Classification and Billing Rates for 6122 & 6124 Employees

Expense Category	Percentage	Class 6122 Rates	Class 6124 Rates	Average
Salary Rate		\$51	\$55	\$53
MFB Rate x Salary Rate	0.30	\$15	\$16	\$15.5
Program Overhead Rate x Salary Rate	0.20	\$10	\$11	\$10.5
Dept. Overhead Rate x Salary Rate	0.20	\$10	\$11	\$10.5
Totals		\$86	\$93	\$90

3. DPH will obtain written approval from SFMTA for unbudgeted expenditures and services. SFMTA will not reimburse DPH for unbudgeted expenditures and services incurred prior to receiving such SFMTA approval.
4. Quarterly Cost Accounting & Invoicing
 - a. DPH will ensure that all of the invoices include accurate labor and non labor costs by facility, waste type, expenditure category and service type so that they can be reconciled with the budget cost estimate.

- b. DPH should submit the quarterly invoice to MTA's **Occupational and Environmental Health and Safety Manager** electronically within **7 working days** after the end of the quarter.
- c. Prior to payment of an invoice, the Occupational and Environmental Health and Safety Manager should verify the costs, ensure that the work has been performed, and e-mail the invoice to MTA Accounting within **2 working days**.
- d. Accounting should get the necessary approval from Finance and approve the billing within **3 working days**.

ATTACHMENT B
HAZARDOUS WASTE GENERATOR MANAGEMENT CHECKLIST FOR
CITY DEPARTMENTS
THE FOLLOWING ACTIONS ARE THE RESPONSIBILITY OF THE
SFMTA,
THE GENERATING DEPARTMENT:

GENERAL

Check	Responsibility	Action
<input type="checkbox"/>	DETERMINE IF THE WASTE IS HAZARDOUS	Contact DPH for assistance if needed
<input type="checkbox"/>	NOTIFY DPH OF WASTE GENERATION IN ORDER TO OBTAIN EPA GENERATOR ID#	Once generator ID# has been issued, DPH will provide site with copy of ID#
<input type="checkbox"/>	ENSURE THAT HAZARDOUS WASTE IS DISPOSED OF WITHIN THE ALLOWABLE ACCUMULATION PERIOD NOTIFY DPH FOR SHIPMENT OFF SITE	Accumulation time limit varies. Refer to HMUPA Weekly Checklist or contact your HMUPA District Inspector to determine allowable period
<input type="checkbox"/>	MAINTAIN STORAGE AREA(S) IN A SAFE MANNER	Neat and orderly and free of spills/leaks and incompatible materials
<input type="checkbox"/>	MAINTAIN ADEQUATE AISLE SPACE	
<input type="checkbox"/>	STORE IGNITABLE OR REACTIVES AT LEAST 50 FEET FROM PROPERTY LINE	
<input type="checkbox"/>	SEGREGATE INCOMPATIBLE WASTES	Contact DPH for assistance if needed
<input type="checkbox"/>	INSPECT STORAGE AREA(S) AT LEAST WEEKLY	Recommend post HMUPA Weekly Checklist in all storage areas
<input type="checkbox"/>	MAINTAIN INSPECTION RECORDS	Include HMUPA NOV's, findings, and actions taken
<input type="checkbox"/>	CLEAN UP SPILLED WASTE FROM CONTAINERS, SECONDARY CONTAINMENT, OR ON GROUND IMMEDIATELY	
<input type="checkbox"/>	HAZARDOUS WASTE TRAINING	All site personnel handling hazardous waste are trained. Some sites are required to maintain written documentation including job titles, description, and names of all persons handling hazardous waste. Contact your HMUPA District Inspector to determine training requirements
<input type="checkbox"/>	WRITTEN EMERGENCY PROCEDURES/CONTINGENCY PLAN	

CONTAINERS

Check	Responsibility	Action
<input type="checkbox"/>	APPROVED FOR HAZARDOUS WASTE	
<input type="checkbox"/>	IN GOOD CONDITION	
<input type="checkbox"/>	ASSURE WASTE COMPATIBILITY WITHIN CONTAINERS	Separate containers of incompatible hazardous waste in a manner that will prevent accidental mixing should spills or leaks occur. If needed, contact DPH for assistance
<input type="checkbox"/>	ALL CONTAINERS HAVE WORKING SEALING DEVICES	Containers must be kept closed at all times except when adding or removing wastes
<input type="checkbox"/>	LEGIBLY LABELED WITH	
<input type="checkbox"/>	FACILITY INFORMATION	
<input type="checkbox"/>	DATE WHEN ACCUMULATION STARTED	A new accumulation start date must be recorded on the label each time a drum/container is emptied and reused.
<input type="checkbox"/>	MARKED "HAZARDOUS WASTE"	
<input type="checkbox"/>	DESCRIPTION OF WASTE	

RECORDS AND RECORDKEEPING

Check	Responsibility	Action
<input type="checkbox"/>	FORWARD TAX AND FEE REPORTS TO DPH	If generator ID number was obtained by DPH
<input type="checkbox"/>	PROVIDE ALL MANIFEST AND HAZARDOUS WASTE DATA	DPH will manage and if requested by regulatory agency, make available for review. For sites that must comply with biennial reporting requirements, DPH will prepare and submit report. Upon request, DPH will provide copies
<input type="checkbox"/>	FORWARD WASTE DETERMINATION INFORMATION TO DPH	Managed by DPH upon request
<input type="checkbox"/>	PROVIDE FUNDING FOR TRANSPORTER INVOICES	DPH reviews invoices to verify compliance with contract requirements

This checklist serves as an guidance only, and does not remove any liabilities or obligations for this Department to comply with all relevant and current hazardous waste laws and regulations as defined in California Health and Safety Code and Title 22, California Code of Regulations.

EXHIBIT A.17b

**Memorandum of Understanding for Occupational Health Services
Between
The Department of Public Health
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between Department of Public Health (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide DOT and OSHA-mandated medical exams, fitness for duty evaluations(including outside consultations), hearing conservation, immunizations, diagnostic and laboratory testing, ergonomic service via UC, and other services as requested to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$233,600** for medical exams and **\$25,200** for Ergonomics and Respirator Fit-Tests to the Department during fiscal year 2010-2011 for the Department's services, as described in the schedule of services in Attachment A:

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and

Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Nancy Parker 206-6581**. The SFMTA's designated contact person for this MOU shall be **Steven Lee, 701-4592**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA

and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
Department of Public Health

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Executive Director

Department of Public Health MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$258,800
Requesting Department:	SFMTA
Program:	BE1 & BE3
Department Fund:	5MAAAOHF & 5MAAAAAA
Object:	081HE
Performing Department:	DPH
Program:	D3O
Department Fund:	5H AAA AAA

Description of Services:

The Department will provide DOT and OSHA-mandated medical exams, fitness for duty evaluations (including outside consultations), hearing conservation, immunizations, diagnostic and laboratory testing, ergonomic service via UC, and other services as requested to the SFMTA.

Billing:

Cost allocation will be based on the list of services indicated below.

The Department shall bill quarterly based on actual cost incurred for the services provided.

*detail provided on next page

FY 10/11 SFGH - Occupational Health Services Medical Exam Rates

<u>CATEGORY</u>	<u>COST</u>
PPX	\$ 133.00
Respirator Fit Tests	\$ 50.50
SNF Ann PE	\$ 133.00
MHRF Ann PE	\$ 133.00
Amsler Eye Exams	\$ 51.00
Hearing Conservation	\$ 41.00
Respirator Exam/PAPR	\$ 191.00
Asbestos Exam	\$ 191.00
Blood Lead	\$ 42.00
FEP	\$ 47.00
PPD #1	\$ 30.00
PPD #2	\$ 30.00
TB Symptom Review	\$ 14.40
TB Clinic Consultation	\$ 34.00
Hepatitis B Vaccine	\$ 72.00
Hepatitis B Surface Antibody Titers	\$ 34.00
Hepatitis B Core Antibody Titers	\$ 41.00
Hepatitis B Surface Antigen Titers	\$ 38.40
H2Q	\$ 38.40
Hepatitis C Antibody	\$ 52.20
Hepatitis A Vaccines	\$ 84.00
Tetanus Vaccines	\$ 14.40
Tdap	\$ 12.70
Rabies Vaccines	\$ 84.00
MMR	\$ 42.00
Polio Vaccine	TBD
Rubella Vaccine	\$ 42.00
Rubeola Vaccine	\$ 42.00
Varicella Vaccine	\$ 79.20
Flu Vaccine/Injectable	\$ 12.00
Flu Vaccine/Flu-Mist	\$ 24.00
Nasopharyngeal Flu Swabs	\$ 210.00
Rabies Titer	\$ 12.00
Mumps Titer	\$ 41.33
Rubeola Titers	\$ 29.00
Rubella Titers	\$ 47.00
Varicella Titers	\$ 53.40
CXR-1	\$ 88.20
CXR-2	\$ 115.20
CXR-3	\$ 143.00
CXR-4	\$ 142.00
Separate TB Readings	TBD

EXHIBIT A.18

Memorandum of Understanding for cleaning, graffiti removal, street paving, building repair and improvements, hazardous material abatement, architectural and IT services

Between

Department of Public Works

And

The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between the Department of Public Works (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide street and platform cleaning, graffiti removal, street paving, building repair and improvements, hazardous material abatement, architectural and IT services as needed to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$1,875,726** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A1 through A16:

- street & platform cleaning (Bureau of Street Environmental Services);
- graffiti removal (Bureau of Street Environmental Services);
- street paving (Bureau of Street Repair);
- building repair and improvements (Bureau of Building Repair);
- hazardous material abatement (Bureau of Construction Management);
- architectural services (Bureau of Architecture); and,
- IT services (OFFMA – IT)

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A1 through A16.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A1 through A16 to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A1 through A16, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Maureen Singleton, Budget Manager, 554.6912** or Maureen.Singleton@sfdpw.org. The SFMTA's designated contact person for this MOU shall be **Steven Lee at 701.4592** or Steven.Lee@sfmta.com or Sonali Bose, CFO/Director of Finance and IT at 701-4617 or

Sonali.Bose@sfmta.com. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
DEPARTMENT OF PUBLIC WORKS

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Edward D. Reiskin
Director of Public Works

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A1

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	407,136
Requesting Department:	SFMTA
Program:	MTATS - Transit Svcs Division
Department Fund:	5MAAAAAA
Object:	081WC
Index Code:	687074
Performing Department:	Department of Public Works Bureau of Street Environmental Services
Program:	BAZ
Department Fund:	1G AGF WOF
Description of Services:	Support Annual Labor Costs for Light Rail Cleaning and other Environmental Services on 3rd Street.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7215	Supervisor 1	827	79.05	65,395
7514 (1)	General Laborer/ Platforms	2758	71.91	198,295
7514 (2)	General Laborer/ Platforms	970	71.91	76,676
Labor Subtotal:				340,366
040	Materials & Supplies			66,770
Non-Labor Subtotal:				66,770
Total:				407,136

DPW Bureau Contact:

Larry Stringer, Superintendent
(415) 695-2011
larry.stringer@sfdpw.org

SFMTA Program Contact:

Ted Aranas
401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A2

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$217,000
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5XOPFAAA
Object:	081WC
Index Code:	686001
Performing Department:	Department of Public Works Bureau of Street Environmental Services
Program:	BAZ
Department Fund:	1G AGF WOF
Description of Services:	Support Labor Costs for DPT Off-Street Parking Operations litter abatement and other environmental services.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7514	General Laborer/ Platforms	2414	71.91	173,600
Labor Subtotal:				173,600
040	Materials & Supplies			43,400
Non-Labor Subtotal:				43,400
Total:				217,000

DPW Bureau Contact:
 Larry Stringer, Superintendent
 (415) 695-2011
larry.stringer@sfdpw.org

SFMTA Program Contact:
 Nita Rabe-Uyeno
 701-5220
Nita.Rabe-Uyeno@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A3

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$3,150
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAARDN
Object:	081WC
Index Code:	686010
Performing Department:	Department of Public Works Bureau of Street Environmental Services
Program:	BAZ
Department Fund:	1G AGF WOF
Description of Services:	Support Labor Costs for Traffic Signs Dumping.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7514	General Laborer/ Platforms	44	71.91	3,150
Total:				\$3,150

DPW Bureau Contact:
 Larry Stringer, Superintendent
 (415) 695-2011
larry.stringer@sfdpw.org

SFMTA Program Contact:
 Toni Coe
 550-2774
toni.coe@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A4

Total MOU Amount:	\$1,500
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAAAAA
Object:	081WC
Index Code:	686014
Performing Department:	Department of Public Works Bureau of Street Environmental Services
Program:	BAZ
Department Fund:	1G AGF WOF
Description of Services:	Support Labor Costs for Parking Meter Dumping.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7514	General Laborer/ Platforms	21	71.91	1,500.00
Total:				\$1,500.00

DPW Bureau Contact:
 Larry Stringer, Superintendent
 (415) 695-2011
larry.stringer@sfdpw.org

SFMTA Program Contact:
 George Reynolds
 550-2712
George.Reynolds@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A5

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$427,500
Requesting Department:	SFMTA
Program:	MTAAW - MTA Agency Wide
Department Fund:	5MAAAOHF
Object:	081WC
Index Code:	689008
Performing Department:	Department of Public Works Bureau of Street Environmental Services
Program:	BAZ
Department Fund:	1G AGF WOF
Description of Services:	\$202,500 for annual cleaning of platforms on Market Street \$225,000 for annual cleaning of graffiti at various locations. Work order provides for roughly 2.8 total FTE.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7514 (1)	General Laborer/ Platforms	2300	71.91	165,388
7514 (2)	General Laborer/ Graffiti Removal	2873	71.91	206,613
Labor Subtotal:				372,001
040 (1)	Materials & Supplies for Platform Cleaning			40,500
040 (2)	Materials & Supplies for Graffiti Abatement			15,000
Non-Labor Subtotal:				55,500
Total:				\$427,501

DPW Bureau Contact:
 Larry Stringer, Superintendent
 (415) 695-2011
larry.stringer@sfdpw.org

SFMTA Program Contact:
 Ted Aranas,
 401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A6

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$180,000
Requesting Department:	SFMTA
Program:	MTATS - Transit Services Division
Department Fund:	5MAAAAAA
Object:	081WR
Index Code:	687072
Performing Department:	Department of Public Works Bureau of Street & Sewer Repair
Program:	BA2
Department Fund:	1G AGF WOF
Description of Services:	Patching, Resurfacing, Paving, Repair on MTA property/rights of way. All hours below are estimated, work is performed on a case by case basis under the direction by MTA.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7220	Asphalt Finisher Supervisor I	136	99.40	13,490
7355	Truck Driver	370	88.84	32,869
7404	Asphalt Finisher	370	77.64	28,727
7502	Asphalt Worker	730	75.22	54,914
Labor Subtotal:				130,000
040	Materials & Supplies			50,000
Non-Labor Subtotal:				50,000
Total:				180,000

DPW Bureau Contact:
Chris McDaniels, Superintendent
(415) 695-2090
chris.mcdaniels@sfdpw.org

SFMTA Program Contact:
Ted Aranas
401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU – Attachment A7

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$35,000
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAARDN
Object:	081WR
Index Code:	686008
Performing Department:	Department of Public Works Bureau of Street & Sewer Repair
Program:	BA2
Department Fund:	1G AGF WOF
Description of Services:	DPW's Sidewalk Inspection & Repair Program (SIRP) repairs sidewalks on MTA property to ensure compliance with city and state codes.
Billing Format:	Charges are based on the applicable per square foot contract rate for sidewalk repair work on MTA property. Sites requiring repair are based on X1104 notifications from SIRP. Billing data will include detailed non-labor costs and service descriptions.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
021	Flat Rate SIRP Funding			35,000
Total:				35,000

DPW Bureau Contact:
Chris McDaniels, Superintendent
(415) 695-2090
chris.mcdaniels@sfdpw.org

SFMTA Program Contact:
Toni Coe
550-2774
toni.coe@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A8

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$4,500
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAAAAA
Object:	081WR
Index Code:	686014
Performing Department:	Department of Public Works Bureau of Street & Sewer Repair
Program:	BA2
Department Fund:	1G AGF WOF
Description of Services:	Annual As Needed Surface Repair & Speed Hump Creation in DPT Lots. All hours below are estimated, work is performed on a case by case basis under the direction by MTA.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
7220	Asphalt Finisher Supervisor I	3	103.50	271
7307	Bricklayer	7	108.37	759
7328	Operating Engineer	3	107.74	323
7355	Truck Driver	4	88.84	355
7404	Asphalt Finisher	9	77.64	699
7428	Hodcarrier	9	88.84	800
7502	Asphalt Worker	9	75.22	677
Labor Subtotal:				3,883
616.87	Materials & Supplies			617
Non-Labor Subtotal:				617
Total:				\$4,500

DPW Bureau Contact:
Chris McDaniels, Superintendent
(415) 695-2090
chris.mcdaniels@sfdpw.org

SFMTA Program Contact:
Nita Rabe-Uyeno
701-5220
Nita.Rabe-Uyeno@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A9

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$75,000
Requesting Department:	SFMTA
Program:	MTACC - CAP Program & Construction
Department Fund:	5MAAAPSF
Object:	081WB
Index Code:	684011
Performing Department:	Department of Public Works Bureau of Building Repair
Program:	BAR
Department Fund:	1G AGF WOF
Description of Services:	Building maintenance, repair and improvements as requested by MTA. Job classifications utilized will depend on requested service. Billings will include job classification as well as non-labor details.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions, including job tag numbers. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget: Not to exceed \$75,000 (as needed work to be billed in accordance with rate schedules attached to this MOU)

DPW Bureau Contact:
Matt Smyth, Superintendent
695.2037
Matt.Smyth@sfdpw.org

SFMTA Program Contact:
Ted Aranas
401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A10

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$50,000
Requesting Department:	SFMTA
Program:	MTACC - CAP Program & Construction
Department Fund:	5NAAAAAA
Object:	081WB
Index Code:	685012
Performing Department:	Department of Public Works Bureau of Building Repair
Program:	BAR
Department Fund:	1G AGF WOF
Description of Services:	Building maintenance, repair and improvements as requested by MTA. Job classifications utilized will depend on requested service. Billings will include job classification as well as non-labor details.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions, including job tag numbers. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget: Not to exceed \$50,000 (as needed work to be billed in accordance with rate schedules attached to this MOU)

DPW Bureau Contact:
Matt Smyth, Superintendent
695.2037
Matt.Smyth@sfdpw.org

SFMTA Program Contact:
Ted Aranas
401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A11

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$15,000
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAAAAA
Object:	081WB
Index Code:	686014
Performing Department:	Department of Public Works Bureau of Building Repair
Program:	BAR
Department Fund:	1G AGF WOF
Description of Services:	Building maintenance, repair and improvements as requested by MTA. Job classifications utilized will depend on requested service. Billings will include job classification as well as non-labor details.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions, including job tag numbers. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget: Not to exceed \$15,000 (as needed work to be billed in accordance with rate schedules attached to this MOU)

DPW Bureau Contact:
Matt Smyth, Superintendent
695.2037
Matt.Smyth@sfdpw.org

SFMTA Program Contact:
Toni Coe
550-2774
toni.coe@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU – Attachment A12

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$35,000
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAARDN
Object:	081WB
Index Code:	686008
Performing Department:	Department of Public Works Bureau of Building Repair
Program:	BAR
Department Fund:	1G AGF WOF
Description of Services:	Building maintenance, repair and improvements as requested by MTA. Job classifications utilized will depend on requested service. Billings will include job classification as well as non-labor details.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions, including job tag numbers. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget: Not to exceed \$35,000 (as needed work to be billed in accordance with rate schedules attached to this MOU)

DPW Bureau Contact:
Matt Smyth, Superintendent
695.2037
Matt.Smyth@sfdpw.org

SFMTA Program Contact:
Toni Coe
550-2774
toni.coe@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A13

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$10,000
Requesting Department:	SFMTA
Program:	MTATS - Transit Services Division
Department Fund:	5MAAAAAA
Object:	081WB
Index Code:	687076
Performing Department:	Department of Public Works Bureau of Building Repair
Program:	BAR
Department Fund:	1G AGF WOF
Description of Services:	Building maintenance, repair and improvements as requested by MTA. Job classifications utilized will depend on requested service. Billings will include job classification as well as non-labor details.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions, including job tag numbers. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget: Not to exceed \$10,000 (as needed work to be billed in accordance with rate schedules attached to this MOU)

DPW Bureau Contact:
Matt Smyth, Superintendent
695.2037
Matt.Smyth@sfdpw.org

SFMTA Program Contact:
Ted Aranas
401-3156
ted.aranas@sfmta.com

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A14

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$225,000
Requesting Department:	SFMTA
Program:	MTASE - Safety Security & Enforcement
Department Fund:	5MAAAAAA
Object:	081WM
Index Code:	685002
Performing Department:	Department of Public Works Bureau of Construction Management - Site Assessment & Remediation
Program:	BAG
Department Fund:	1G AGF WOF

Description of Services:

1. Provision of BCM-SAR management services will include establishing the contract documents to perform the work, project management, invoice payments, and tracking, coordination with abatement contractor(s), consultant(s) and MTA staff, for all hazardous materials and environmental work. Services will include coordination with site staff to ensure access by consultant(s) and contractor(s) to complete the hazardous materials or environmental work as well as minimizing impact(s) to programs scheduled at involved sites.

a) No work shall start prior to the certification of any Contract Service Order (CSO) needed to complete the job, and shall adhere to the terms of the certified Master Agreement for each individual Contractor with DPW.

2. As needed work to be performed by abatement contractor and consultant include, but is not limited to hazardous materials services, work plans and abatement oversight ; hazmat surveys; lead paint and asbestos abatement; lead compliance plan development and work practice evaluations; mold abatement; pigeon abatement; SPCC plan development and hazardous waste source reduction studies for various MUNI sites; seismic upgrade implementation for upgrade storage tanks; development of monitoring plans for underground storage tanks; and mitigation engineering for wastewater discharge; and other as needed environmental services.

3. MTA will set up a priority list of work to be done at its various facilities. MTA will request the service in writing as need arises and schedule permits the work to be done. Along with MTA's Office of Environmental Health & Safety (OEHS) representative, a DPW/BCM-SAR representative will walk the job site and together scope the work out. This job walk may include DPW's as needed contractors. A cost estimate (Work Directive and Contractor's proposal) based on the work to be done will be provided to MTA/OEHS before commencement of the work. DPW will ensure that all of the proposals include a price breakdown by the specific project and service provider. MTA/OEHS shall approve each proposal by signing off and returning the Work Directive to DPW. Any changes thereafter shall be done in writing and prior to issuance of a Contract Service Order (CSO). The funding for the CSO will be deducted from

the non-labor funds of the Work Order.

4. MTA/OEHS's representative will notify DPW/BCM-SAR representative in writing as when DPW can schedule the work, i.e., the Notice to Proceed (NTP). When required and when work to be done within 10 feet of an active rail track. MTA/OEHS's representative will obtain a "Clearance Permit to work" at no cost, and issue it in writing to DPW/BCM-SAR's representative.

5. DPW and its Contractors shall complete the "On Track & in Traffic Safety Class" that will be provided by MTA at no cost. This training shall be required of all DPW and contractor's staff for work to be done within 10 feet of an active rail track, and shall be completed prior to start of work.

6. Notification of intent to start work will be posted at the site(s) by MTA/OEHS's representative more than 5 working days before the abatement site work began (excluding emergencies).

a. Notification of significant changes. MTA shall be notified in writing of any change to the project which is significant (requires a change order or may impact the final outcome).

b. Notification of safe occupancy (clearance) reports shall be provided to MTA in writing and approved by MTA prior to release of the site for MTA staff or client use or occupancy.

7. Survey reports and project close out reports will be provided to MTA at the completion of site work. Project completion reports will be complete and provided to MTA within 30 working days of project completion. MTA/OEHS shall provide written comments to the draft within 10 working days of having received the reports. After these 10 working days have elapsed, the draft report will be finalized.

***Estimated BCM-SAR labor costs total \$50,000 & \$175,000 for non-labor costs. Off-hour work will be billed at OT.**

Billing Format:

Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget. Additionally, DPW shall provide the SFMTA with a quarterly statement (PMAD reports) no later than 30 days after the close of each fiscal quarter. The quarterly statement shall include appropriate documentation identifying the Contract Service Order (CSO) rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
6318		TBD	149.27	TBD
5620		TBD	151.47	TBD
1634		TBD	137.24	TBD
0931		TBD	152.56	TBD
5366		TBD	110.37	TBD
1408		TBD	87.19	TBD
Labor Subtotal:				50,000
027	Hazardous Material Abatement & Environmental contract services			175,000
Non-Labor Subtotal:				175,000
Total:				225,000

DPW Bureau Contact:
Stanley DeSouza, Manager, SAR
(415) 554-8369
Stanley.DeSourza@sfdpw.org

SFMTA Program Contact:
Gerald D. Williams
(415) 701-5689
Gerald.Williams@sfmta.org

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A15

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$45,000
Requesting Department:	SFMTA
Program:	MTACC - CAP ADMINISTRATIVE SERVICES
Department Fund:	5M AAA PSF
Object:	081WA
Index Code:	684011
Performing Department:	Department of Public Works Bureau of Architecture
Program:	BAM
Department Fund:	1G AGF WOF
Description of Services:	Work includes miscellaneous services provided by DPW Bureau of Architecture for unanticipated projects and jobs; including planning, design and construction services, rendered as-needed. Architecture classifications range from 5260, Architectural Assistant I to 0942, City Architect.
Billing Format:	Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
5211	Sr. Architect	61	177.36	10,819
5268	Architect	81	166.71	13,503
5266	Arch. Associate	131	157.51	20,633
Total:				\$44,956

DPW Bureau Contact:
 Gary Hoy, City Architect
 (415) 557-4704
gary.hoy@sfdpw.org

SFMTA Program Contact:
 As Needed (Agencywide)

DEPARTMENT OF PUBLIC WORKS MOU - Attachment A16

Fiscal Year:	Fiscal Year 2010-2011
Total MOU Amount:	\$144,940
Requesting Department:	SFMTA
Program:	MTASS - Sustainable Streets
Department Fund:	5NAAARDN
Object:	081WG
Index Code:	686008 @ \$48,313; 686010 @ \$96,627
Performing Department:	Department of Public Works OFFMA - IT
Program:	BKJ
Department Fund:	1G AGF WOF

Description of Services:

- (a) TSS for sign shop's inventory database maintenance services (32 users): operational, environmental, printing, connectivity (to the AS400), user accesses, user setups, changes or deletions, query support as-needed and miscellaneous support to MTASS - Sustainable Streets. Work Order amount is \$48,313.

TSS is designed to assist in the management and control of sign installation, removals and repair projects. It

- Records and tracks to completion request for sign work internally made by Commission personnel or externally by other City agencies
- Records the results of surveys made based on above requests and generates work order information
- Allows for the recording of unplanned field work and in some cases, the recording of work completed on an emergency basis
- Print work orders for distribution to the work maintenance crews
- Assigns work orders to specific workers / routes and records completion
- Allows for the searching of the work order DB both outstanding and completed projects
- Facilitates the printing of management reports which allows for the tracking of work order progress
- Reports work order backlog
- Reports performance and productivity of workers

- (b) Use of DPW IT's electronic payroll system DETS (469 Users): operational, environmental, printing, connectivity (to the AS400), user accesses, user setups, changes or deletions, query support as-needed and miscellaneous support to MTASS - Sustainable Streets. Work Order amount is \$96,627.

Billing Format:

Work order will be billed quarterly based on actual cost incurred for provided services. Billing data will include detailed labor & non-labor costs and service descriptions. Labor hourly rates include the pay rate, fringe benefits and overhead costs as appropriate. The overhead rates are set in DPW's indirect cost plan, which is based on DPW's approved budget.

Estimated Budget:

Class/Character	Position Title/Description	Hours	Hourly Rate	Total
0941	Manager VI	380	97.09	36,877
1043 (1)	IS Engineer - Senior	550	75.17	41,342
1043 (2)	IS Engineer - Senior	35	75.17	2,631
1044	IS Engineer Principal	70	80.18	5,612
1054 (1)	IS Business An Principal	115	73.56	8,460
1054 (2)	IS Business An Principal	120	73.56	8,827
Labor Subtotal:				103,749
021 (1)	Yearly AS400 maintenance cost share			16,588
021 (2)	Yearly AS400 software cost share			2,416
021 (3)	Yearly router maintenance cost share			1,003
021 (4)	Yearly cost for fiber WAN share			2,484
040/060	Hardware replacement cost at 3 year - cost per year			17,200
040	Misc (tape Backups, supplies etc., as-needed)			1,500
Non-Labor Subtotal:				41,191
Total:				144,940

DPW Bureau Contact:
 Ephrem Naizghi, Acting CIO
 558.4401
ephrem.naizghi@sfdpw.org

SFMTA Program Contact:
 Toni Coe
 550-2774
toni.coe@sfmta.com

Labor Rates

Class	Position Title	Hourly Wage	MFB
0941	Manager VI	75.24	21.85
1043	IS Engineer - Senior	57.16	18.01
1044	IS Engineer Principal	61.49	18.69
1054	IS Business An Principal	55.78	17.79
5211	Sr. Architect	67.54	19.63
5268	Architect	58.34	18.18
5266	Architectural Associate	50.39	16.93
6318	Construction Inspector	43.66	15.42
5620	Regulatory Specialist	46.66	14.61
1634	Principal Account Clerk	32.28	14.77
0931	Manager III	57.64	19.70
5366	Engrg Assoc II	41.41	14.92
1408	Principal Clerk	31.51	14.56
7220	Asphalt Finisher Supervisor I	40.91	14.34
7307	Bricklayer	42.83	15.04
7328	Operating Engineer	42.54	15.04
7355	Truck Driver	34.29	14.11
7404	Asphalt Finisher	30.09	12.07
7428	Hodcarrier	34.74	13.13
7502	Asphalt Worker	29.08	11.85
7514	General Laborer	28.51	11.73
7215	Supervisor I	31.59	12.38

NOTES: Pay rates are at top step. PTO & overhead rates vary by bureau. Please see DPW Overhead Rate details.

FISCAL YEAR 2010-2011 OVERHEAD RATES

Division	mfb	pto	bureau	dept	total
BOA	31.32%	30.76%	59.43%	40.29%	161.80%
BBR	35.12%	27.26%	36.76%	42.82%	141.96%
BOE	31.32%	30.76%	59.43%	40.29%	161.80%
SES	38.69%	27.26%	40.33%	43.47%	149.75%
SSR	37.04%	27.26%	50.74%	39.94%	154.98%
BCM	31.32%	30.76%	59.43%	40.29%	161.80%
BSM	33.84%	30.76%	40.10%	37.63%	142.33%
BUF	38.55%	27.26%	42.52%	41.26%	149.59%

MFB "rate" is the average MFB rate for the bureau. Actual MFBs are determined by class and mous.

DEPARTMENT OF PUBLIC WORKS
FISCAL YEAR 2010-2011 RATES
EFFECTIVE PAY PERIOD ENDING July 23, 2010

Division	mfb	pto	bureau	dept	total
BOA	31.32%	30.76%	59.43%	40.29%	161.80%
BBR	35.12%	27.26%	36.76%	42.82%	141.96%
BOE	31.32%	30.76%	59.43%	40.29%	161.80%
SES	38.69%	27.26%	40.33%	43.47%	149.75%
SSR	37.04%	27.26%	50.74%	39.94%	154.98%
BCM	31.32%	30.76%	59.43%	40.29%	161.80%
BSM	33.84%	30.76%	40.10%	37.63%	142.33%
BUF	38.55%	27.26%	42.52%	41.26%	149.59%

MFB "rate" is the average MFB rate for the bureau. Actual MFBs are determined by class and mous.

Classification Rate and Fringe Benefits

Class	Job Class Title	Char	fy 10-11 per fte	mfb rate	hourly mfb \$
0922_C	Manager I	MFB	38,443	36.63%	\$18.48
0923_C	Manager II	MFB	39,605	35.18%	\$19.04
0931_C	Manager III	MFB	40,968	33.72%	\$19.70
0932_C	Manager IV	MFB	42,312	32.47%	\$20.34
0933_C	Manager V	MFB	43,890	31.21%	\$21.10
0941_C	Manager VI	MFB	45,446	30.13%	\$21.85
0942_C	Manager VII	MFB	47,078	29.14%	\$22.63
0943_C	Manager VIII	MFB	50,356	27.52%	\$24.21
0954_C	Deputy Director IV	MFB	48,626	28.32%	\$23.38
0964_C	Department Head IV	MFB	52,542	26.63%	\$25.26
1013_C	IS Technician-Senior	MFB	28,454	38.20%	\$13.68
1021_C	IS Administrator I	MFB	26,293	40.67%	\$12.64
1022_C	IS Administrator II	MFB	29,353	37.35%	\$14.11
1023_C	IS Administrator III	MFB	33,071	34.63%	\$15.90
1042_C	IS Engineer-Journey	MFB	35,620	33.17%	\$17.13
1043_C	IS Engineer-Senior	MFB	37,451	31.47%	\$18.01
1044_C	IS Engineer-Principal	MFB	38,870	30.37%	\$18.69
1052_C	IS Business Analyst	MFB	31,125	35.92%	\$14.96
1053_C	IS Business Analyst-Senior	MFB	34,120	34.02%	\$16.40
1054_C	IS Business Analyst-Principal	MFB	36,997	31.86%	\$17.79
1062_C	IS Programmer Analyst	MFB	28,533	38.12%	\$13.72
1070_C	IS Project Director	MFB	38,870	30.37%	\$18.69
1222_C	Senior Payroll And Personnel Clerk	MFB	30,727	47.93%	\$14.77
1312_C	Public Information Officer	MFB	27,988	38.68%	\$13.46
1314_C	Public Relations Officer	MFB	31,030	35.99%	\$14.92

Class	Job Class Title	Char	fy 10-11 per fte	mfb rate	hourly mfb \$
1402_C	Junior Clerk	MFB	24,182	57.63%	\$11.63
1404_C	Clerk	MFB	25,283	55.34%	\$12.16
1406_C	Senior Clerk	MFB	25,788	54.41%	\$12.40
1408_C	Principal Clerk	MFB	30,279	48.37%	\$14.56
1424_C	Clerk Typist	MFB	25,824	54.34%	\$12.42
1426_C	Senior Clerk Typist	MFB	27,183	52.16%	\$13.07
1446_C	Secretary II	MFB	28,758	50.05%	\$13.83
1450_C	Executive Secretary I	MFB	30,278	48.37%	\$14.56
1452_C	Executive Secretary II	MFB	27,928	38.22%	\$13.43
1632_C	Senior Account Clerk	MFB	28,561	50.30%	\$13.73
1634_C	Principal Account Clerk	MFB	30,727	47.93%	\$14.77
1652_C	Accountant II	MFB	28,054	38.61%	\$13.49
1654_C	Accountant III	MFB	31,416	35.71%	\$15.10
1657_C	Accountant IV	MFB	34,465	33.84%	\$16.57
1704_C	Communications Dispatcher I	MFB	26,698	52.89%	\$12.84
1820_C	Junior Administrative Analyst	MFB	28,393	50.51%	\$13.65
1822_C	Administrative Analyst	MFB	33,624	45.49%	\$16.17
1823_C	Senior Administrative Analyst	MFB	32,188	35.19%	\$15.48
1824_C	Principal Administrative Analyst	MFB	35,385	33.42%	\$17.01
1827_C	Administrative Services Manager	MFB	32,382	35.06%	\$15.57
1842_C	Management Assistant	MFB	31,863	46.88%	\$15.32
1844_C	Senior Management Assistant	MFB	34,804	44.67%	\$16.73
1924_C	Materials And Supplies Supervisor	MFB	25,855	54.29%	\$12.43
1936_C	Senior Storekeeper	MFB	27,520	51.67%	\$13.23
1938_C	Stores And Equipment Assistant Supervisor	MFB	30,908	47.75%	\$14.86
2708_C	Custodian	MFB	25,891	54.22%	\$12.45
2917_C	Program Support Analyst	MFB	38,073	43.00%	\$18.30
3422_C	Park Section Supervisor	MFB	27,615	38.82%	\$13.28
3424_C	Pest Control Specialist	MFB	27,615	38.82%	\$13.28
3434_C	Arborist Technician	MFB	27,973	38.45%	\$13.45
3435_C	Urban Forestry Inspector	MFB	26,164	40.54%	\$12.58
3436_C	Arborist Technician Supervisor I	MFB	29,832	36.75%	\$14.34
5201_C	Junior Engineer	MFB	29,614	37.12%	\$14.24
5203_C	Assistant Engineer	MFB	31,899	35.38%	\$15.34
5207_C	Associate Engineer	MFB	35,214	33.60%	\$16.93
5211_C	Engineer/Architect/Landscape	MFB	40,840	29.07%	\$19.63

Class	Job Class Title	Char	fy 10-11 per fte	mfb rate	hourly mfb \$
	Architect S				
5212_C	Engineer/Architect Principal	MFB	44,388	27.23%	\$21.34
5216_C	Chief Surveyor	MFB	36,565	32.25%	\$17.58
5241_C	Engineer	MFB	37,821	31.17%	\$18.18
5266_C	Architectural Associate II	MFB	35,214	33.60%	\$16.93
5268_C	Architect	MFB	37,822	31.17%	\$18.18
5272_C	Landscape Architectural Associate 2	MFB	35,214	33.60%	\$16.93
5310_C	Survey Assistant I	MFB	26,933	39.86%	\$12.95
5312_C	Survey Assistant II	MFB	28,783	37.88%	\$13.84
5314_C	Survey Associate	MFB	31,310	35.79%	\$15.05
5346_C	Mechanical Engineering Associate I	MFB	28,433	38.22%	\$13.67
5362_C	Engineering Assistant	MFB	26,867	39.95%	\$12.92
5364_C	Engineering Associate I	MFB	28,455	38.20%	\$13.68
5366_C	Engineering Associate II	MFB	31,030	35.99%	\$14.92
5506_C	Project Manager III	MFB	43,531	27.63%	\$20.93
6230_C	Street Inspector	MFB	27,838	38.84%	\$13.38
6231_C	Senior Street Inspector	MFB	30,320	36.54%	\$14.58
6232_C	Street Inspection Supervisor	MFB	33,193	34.56%	\$15.96
6266_C	Senior Plan Checker	MFB	35,714	33.08%	\$17.17
6318_C	Construction Inspector	MFB	32,071	35.26%	\$15.42
6335_C	Disability Access Coordinator	MFB	40,493	29.28%	\$19.47
7120_C	Buildings And Grounds Maintenance Supervisor	MFB	35,784	33.95%	\$17.20
7210_C	Mobile Equipment Supervisor	MFB	33,145	35.61%	\$15.93
7211_C	Cement Finisher Supervisor II	MFB	39,106	42.29%	\$18.80
7213_C	Plumber Supervisor I	MFB	35,698	35.26%	\$17.16
7215_C	General Laborer Supervisor I	MFB	25,752	41.08%	\$12.38
7220_C	Asphalt Finisher Supervisor I	MFB	29,832	36.75%	\$14.34
7221_C	Asphalt Plant Supervisor I	MFB	32,474	36.11%	\$15.61
7226_C	Carpenter Supervisor I	MFB	33,883	35.47%	\$16.29
7227_C	Cement Finisher Supervisor I	MFB	37,557	43.06%	\$18.06
7233_C	Glazier Supervisor I	MFB	35,368	37.03%	\$17.00
7236_C	Locksmith Supervisor I	MFB	33,883	35.47%	\$16.29
7238_C	Electrician Supervisor I	MFB	34,842	35.42%	\$16.75
7239_C	Plumber Supervisor II	MFB	37,661	33.74%	\$18.11
7242_C	Painter Supervisor I	MFB	31,466	36.81%	\$15.13
7246_C	Sewer Repair Supervisor	MFB	32,650	34.75%	\$15.70
7247_C	Sheet Metal Worker Supervisor II	MFB	37,148	33.73%	\$17.86

Class	Job Class Title	Char	fy 10-11 per fte	mfb rate	hourly mfb \$
7262_C	Maintenance Planner	MFB	33,553	35.11%	\$16.13
7272_C	Carpenter Supervisor II	MFB	36,111	34.29%	\$17.36
7276_C	Electrician Supervisor II	MFB	37,110	33.88%	\$17.84
7278_C	Painter Supervisor II	MFB	32,407	36.11%	\$15.58
7281_C	Street Environmental Services Supervisor	MFB	30,909	35.91%	\$14.86
7282_C	Street Repair Supervisor II	MFB	36,801	43.46%	\$17.69
7307_C	Bricklayer	MFB	31,290	36.82%	\$15.04
7311_C	Cement Mason	MFB	28,089	40.97%	\$13.50
7319_C	Electric Motor Repairer	MFB	29,587	39.69%	\$14.22
7326_C	Glazier	MFB	31,561	40.33%	\$15.17
7328_C	Operating Engineer, Universal	MFB	31,286	37.07%	\$15.04
7334_C	Stationary Engineer	MFB	28,444	39.29%	\$13.67
7335_C	Senior Stationary Engineer	MFB	30,572	37.26%	\$14.70
7342_C	Locksmith	MFB	29,918	38.59%	\$14.38
7344_C	Carpenter	MFB	29,917	38.58%	\$14.38
7345_C	Electrician	MFB	32,364	37.14%	\$15.56
7346_C	Painter	MFB	28,338	39.75%	\$13.62
7347_C	Plumber	MFB	33,243	36.89%	\$15.98
7348_C	Steamfitter	MFB	33,243	36.89%	\$15.98
7355_C	Truck Driver	MFB	29,357	40.11%	\$14.11
7376_C	Sheet Metal Worker	MFB	33,075	36.50%	\$15.90
7378_C	Tile Setter	MFB	28,271	39.66%	\$13.59
7393_C	Soft Floor Coverer	MFB	27,503	35.47%	\$13.22
7404_C	Asphalt Finisher	MFB	25,096	42.03%	\$12.07
7421_C	Sewer Maintenance Worker	MFB	25,883	40.91%	\$12.44
7424_C	Dryer Mixer Operator	MFB	28,821	39.52%	\$13.86
7428_C	Hodcarrier	MFB	27,319	39.63%	\$13.13
7449_C	Sewer Service Worker	MFB	32,109	37.78%	\$15.44
7501_C	Environmental Service Worker	MFB	21,907	48.42%	\$10.53
7502_C	Asphalt Worker	MFB	24,652	42.73%	\$11.85
7510_C	Lighting Fixture Maintenance Worker	MFB	23,741	49.44%	\$11.41
7514_C	General Laborer	MFB	24,406	43.14%	\$11.73
9345_C	Sheet Metal Supervisor I	MFB	35,422	34.98%	\$17.03

EXHIBIT A.19a

Memorandum of Understanding for Vector Services Between San Francisco Public Utilities Commission (SFPUC) And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between SFPUC (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide vector services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to \$8,000 to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

SFPUC shall provide vector services to SFMTA parking facilities.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where

appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

Invoices will be based on actual usage pursuant to Proposition 218 disallowance of any subsidization.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Carlos Jacobo at cjacob@sfgwater.org. The SFMTA's designated contact person for this MOU shall be Steven Lee. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief

Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
San Francisco Municipal Transportation
Agency

AGREED TO AS WRITTEN ABOVE:
San Francisco Public Utilities Commission

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

By: _____
Ed Harrington
General Manager

Date: _____

Date: _____

San Francisco Public Utilities Commission MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$8,000
Requesting Department:	SFMTA
Program:	SFMTA - Parking & Traffic
Department Fund:	5X OPF
Object:	
Performing Department:	SFPUC
Program:	
Department Fund:	5CAAA

Description of Services:

SFPUC shall provide vector services to SFMTA parking facilities.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.19b

**Memorandum of Understanding for Power and Gas Services
Between
San Francisco Public Utilities Commission (SFPUC)
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between SFPUC (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide power and gas to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$5,070,668** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

SFPUC shall provide power and gas to SFMTA facilities.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this

MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Carlos Jacobo at cjacobos@sfwater.org. The SFMTA's designated contact person for this MOU shall be Sonali Bose. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA

and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
San Francisco Municipal Transportation
Agency

AGREED TO AS WRITTEN ABOVE:
San Francisco Public Utilities Commission

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

By: _____
Ed Harrington
General Manager

Date: _____

Date: _____

San Francisco Public Utilities Commission MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$5,070,668*
Requesting Department:	SFMTA
Program:	MUNI and Parking & Traffic
Department Fund:	Multiple, 5M & 5N
Object:	081
Performing Department:	SFPUC
Program:	Power
Department Fund:	5TAAA

Description of Services:

SFPUC shall provide power and gas to SFMTA facilities.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

- * The \$5,070,668 reflects the SFPUC's projected power and gas costs for SFMTA for FY 2010-11. This request was reduced by SFMTA to \$4,689,734 based on 10% reduction in service. However, since service has been restored, the \$5,070,668 is more representative of SFMTA actual usage.

EXHIBIT A.19c

**Memorandum of Understanding for Sewer Services
Between
San Francisco Public Utilities Commission (SFPUC)
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between SFPUC (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide sewer services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$234,400** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

SFPUC shall provide sewer services to SFMTA.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where

appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

Invoices will be based on actual usage pursuant to Proposition 218 disallowance of any subsidization.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Carlos Jacobo at cjacobosfwater.org. The SFMTA's designated contact person for this MOU shall be Sonali Bose. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief

Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
San Francisco Municipal Transportation
Agency

AGREED TO AS WRITTEN ABOVE:
San Francisco Public Utilities Commission

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

By: _____
Ed Harrington
General Manager

Date: _____

Date: _____

San Francisco Public Utilities Commission MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$234,400
Requesting Department:	SFMTA
Program:	MUNI and Parking & Traffic
Department Fund:	Multiple, 5M & 5N
Object:	081
Performing Department:	SFPUC
Program:	
Department Fund:	5CAAA

Description of Services:

SFPUC shall provide sewer services to SFMTA facilities.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.19d

**Memorandum of Understanding for Water Services
Between
San Francisco Public Utilities Commission (SFPUC)
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between SFPUC (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide water services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$185,610** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

SFPUC shall provide water services to SFMTA.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where

appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

Invoices will be based on actual usage pursuant to Proposition 218 disallowance of any subsidization.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Carlos Jacobo at cjacobos@sfwater.org. The SFMTA's designated contact person for this MOU shall be Sonali Bose. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
San Francisco Municipal Transportation
Agency

AGREED TO AS WRITTEN ABOVE:
San Francisco Public Utilities Commission

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

By: _____
Ed Harrington
General Manager

Date: _____

Date: _____

San Francisco Public Utilities Commission MOU—Attachment A

Fiscal year:	FY 2010-11
Total MOU Amount:	\$ 185,610
Requesting Department:	SFMTA
Program:	MUNI and Parking & Traffic
Department Fund:	Multiple, 5M & 5N
Object:	081
Performing Department:	SFPUC
Program:	
Department Fund:	5WAAA

Description of Services:

SFPUC shall provide water services to SFMTA facilities.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided.

EXHIBIT A.20

Memorandum of Understanding for Procurement Services Between The Office of Contract Administration And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July 2010 (the “Effective Date”) by and between the Office of Contract Administration, a division under the General Services Agency, (the “Department”) and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide procurement and contract services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$573,681** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A:

Provide procurement and contract support services for the SFMTA for the purchase of material, supplies, equipment, and general services.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Naomi Kelly. The SFMTA's designated contact person for this MOU shall be Steven Lee or Kevin Gin for SFMTA Finance and Ashish Patel for SFMTA Materials Management. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA

and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
OFFICE OF CONTRACT
ADMINISTRATION

By: _____
NATHANIEL P. FORD, SR.
Executive Director/CEO

By: _____
NAOMI KELLY
Director/Purchaser

Office of Contract Administration MOU—Attachment A

Fiscal year:	2010-11
Total MOU Amount:	\$ 580,853
Requesting Department:	SFMTA
Program:	BE1 and BE7
Department Fund:	5MAAAAAA, 5MAAAOHF, 5MAAAPSF
Object:	081PG
Performing Department:	Office of Contract Administration (OCA)
Program:	FCC
Department Fund:	1GAGFAAA

Description of Services:

Provide procurement and contract support services for the SFMTA for the purchase of all material, supplies, equipment, and general services needed by the various units and divisions of the agency, including, but not limited to: Security Enforcement; Transit and Business Operations; Transit Services; Transit Management; Parking Enforcement; Infrastructure Maintenance; Vehicle Maintenance; Revenue; and Parking and Traffic.

Services will be provided by a staff of five (5) Purchasers in the following Purchasing classifications:

- 1 - 1958 Supervising Purchaser – Manage and supervise staff; set workload priorities; establish and enforce purchasing policies and procedures; liaison to OCA main office and OCA and MTA Management; review and approve term contracts; and ensure MTA procurement needs are met on a timely basis.
- 1 - 1956 Senior Purchaser – Monitor incoming workload and assign to Purchasers; liaison to Materials Management; supervise the day to day workload of purchasing staff; and handle grant related procurements and capital equipment.
- 3 - 1952 Purchaser(s) – Process requisitions for materials, equipment, and supplies; issue bid documents; evaluate and award bids; issue purchase orders; and develop and award term contracts.

Billing:

The Department shall bill quarterly based on actual cost incurred for the services provided. The following table provides the hourly rate for each position. Information is from the City and County of San Francisco Salary Grade Table.

Assumptions: Fringe benefits are calculated at 30%.

There are no significant overhead charges.

Paid time off is included in the rates below.

No work will be performed by an outside vendor.

The actual hourly billing rates may vary slightly due to assigned staffing changes, step adjustments, actual fringe rates, and various provisions set forth in labor

agreements.

Class	Position Title	Hours	Hourly Rate	Biweekly	Monthly	Quarterly
1958	Supervising Purchaser	40	\$58.85	\$4,708	\$10,201	\$30,603
1956	Sr. Purchaser	40	\$44.96	\$3,597	\$7,794	\$23,382
1952 (1)	Purchaser	40	\$37.00	\$2,960	\$6,413	\$19,239
1952 (2)	Purchaser	40	\$37.00	\$2,960	\$6,413	\$19,239
1952 (3)	Purchaser	40	\$37.00	\$2,960	\$6,413	\$19,239
Quarterly Billing						\$111,702
30% Fringe Benefits						\$33,511
TOTAL Quarterly Billing						\$145,213

EXHIBIT A.21

**Memorandum of Understanding for Services
Between
Real Estate Division of the General Services Agency
And
The San Francisco Municipal Transportation Agency**

This Memorandum of Understanding ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Day") by and between the Real Estate Division ("RED") of the General Services Agency of the City and County of San Francisco (the "City") and the San Francisco Municipal Transportation Agency ("SFMTA") or "Tenant", both agencies of the City and County of San Francisco.

RECITALS

- A. The City, a municipal corporation, is the owner, beneficial owner, or lessee of the office buildings (each a "Building" and, collectively, the "Buildings") located at 1 South Van Ness Avenue ("1 SVN"), 11 South Van Ness Avenue ("11 SVN"), 25 Van Ness Avenue ("25 VN") and 27 Van Ness Avenue ("27 VN") in San Francisco, California. The Buildings are under the jurisdiction of RED. The SFMTA is a Tenant in each of the Buildings.

As the responsible party for the Buildings, RED requires that each tenant pay monthly rent as established annually by RED. Said rent is based upon the amounts necessary to:

- (i) Retire certificates of participation or other public financing or debt issued which use the Buildings as collateral (if applicable);
 - (ii) Pay all operating and management expenses for the Buildings, including without limitation, maintenance, repair, utilities, management, and other services deemed necessary by the RED for the operation and occupancy of the Buildings;
 - (iii) Adequately fund programmed, approved capital improvements to the Buildings which are not funded through other means or sources.
- B. Tenant occupies that portion of the Buildings referred to below, and the parties hereto enter into this MOU to evidence their understanding of certain responsibilities with respect to the occupation, operation, and management of the Buildings.
- C. Tenant and RED acknowledge that property management services shall be coordinated in the Buildings through RED.
- D. In addition, RED, upon request and written approval of the SFMTA, shall perform real property transactions and assignments on behalf of SFMTA as described in Section 4 below.

THEREFORE, RED and Tenant hereby agree as follows:

Section 1. 1 and 11 SVN Occupied Premises

1. **1 and 11 SVN Occupied Premises.** Tenant currently uses and occupies that portion of 1 SVN and 11 SVN known as Suites 110, 300, 600, 700, B02, B03, B04, and a portion of Suite 800 (the "1 and 11 SVN Occupied Premises") that is approximately 265,322 square feet. Tenant shall use the 1 and 11 SVN Occupied Premises primarily for SFMTA administrative offices, SFMTA Revenue Center, SFMTA Customer Service Center, SFMTA Security and Enforcement, SFMTA Photo Lab, SFMTA Safe Repair, SFMTA Lost and Found, or storage and related purposes. Tenant shall not use the 1 and 11 SVN Occupied Premises, or any part thereof, for any purpose other than as set forth in this MOU. Tenant shall comply with all laws, regulations and requirements of federal, state, and local authorities together with all building rules, regulations and practices, now in force or which may hereafter be in force, including laws relating to Hazardous Materials handling or storage, Smoking, Emergency Ingress and Egress, or other matters which impose any duty upon Tenant with respect to Tenant's use of the 1 and 11 SVN Occupied Premises. As used in this MOU, "Hazardous Materials" shall mean any substance, water or material which has been determined by any federal, state, or local authority to be capable of posing a risk of damage or injury to health, safety or property.

2. **Rent.** For the fiscal year from July 1, 2010 through June 30, 2011, Tenant shall pay rent to RED in the amount of \$5,778,508 for the 1 and 11 SVN Occupied Premises. Exhibit A itemizes the rent per floor for the 1 and 11 SVN Occupied Premises. Tenant shall budget sufficient amounts for each fiscal year to pay rent as determined by RED for the subsequent fiscal year. To ensure that Tenant has sufficient opportunity to obtain budgetary approval for these rent payments, RED shall provide Tenant with written notice of the rent for the next fiscal year by November of the prior fiscal year or as early as possible. RED shall determine the amount of rent based upon factors including but not limited to those items enumerated in Recital A, subsections (i), (ii) and (iii) hereto. The rental rates expressed herein include Tenant's pro rata share of operating, utility, maintenance and management expenses of 1 SVN and 11 SVN based upon the approximate ratio of the square footage of the 1 and 11 SVN Occupied Premises to the total square footage in 1 SVN and 11 SVN, and other factors, including consideration of common area and overall building vacancy. The operating, utility, maintenance and management expenses of the 1 and 11 SVN Occupied Premises shall include the cost of (a) base water, garbage, recycling, electricity, gas and other utilities for 1 SVN and 11 SVN, (b) any necessary debris removal, pest control, janitorial, elevator, security, and other services in connection with the operation and maintenance of 1 SVN and 11 SVN, (c) any repairs, maintenance, or replacement of any equipment, hardware, fixtures, building improvements, and/or Building Systems (as defined below) in 1 SVN and 11 SVN, and (d) overall management of 1 SVN and 11 SVN. Rates do not include special services such as tenant improvements, after-hours heating or cooling expenses, after-hours security, or special accommodations for common area conference facilities that are available on a per-use fee basis (if applicable). Such additional services shall be either paid for directly by Tenant with RED's written consent, or through a work order to RED. RED shall provide invoices to the SFMTA on a quarterly basis, including additional services itemized for the SFMTA's approval. The quarterly invoices must include details such as building address, floor level and other billing information. The information provided by RED must enable the SFMTA to verify that the authorizations have been given, services have been provided and that the costs are billed appropriately and accurately. The SFMTA will pay RED only for agreed-upon costs as supported by the documentation specified above, not for budgeted costs. The SFMTA will only pay RED after receiving and reviewing that documentation and confirming its accuracy. The Janitorial Services to be provided by RED for 1 SVN and 11 SVN are being negotiated by RED; RED will provide a copy of the contract setting forth these services to the SFMTA upon completion, and that contract will be incorporated by reference in this MOU. The Security Services to be provided by RED for 1

SVN and 11 SVN are set forth in Contract 86140 between Black Bear Security Services, Inc. and the City for One South Van Ness Avenue, which is incorporated by reference in this MOU. Additional services shall be approved by the SFMTA in advance, and either included in an Addendum to this MOU or itemized on the rent invoice supplied to the SFMTA by RED. The SFMTA's Customer Service Center, located in 11 SVN, has special security and notification needs which are set forth in Exhibit B. The Building's Rules and Regulations for 1 SVN and 11 SVN are set forth in One South Van Ness Avenue Building Management Tenant Manual dated February 20, 2009, which is incorporated by reference in this MOU.

3. Tenant Improvements. Tenant shall not make or permit any alterations to 1 SVN and 11 SVN or to the Building Systems (defined, for each Building, as heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications (data or voice) systems of each Building), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, to or about the 1 and 11 SVN Occupied Premises without RED's prior written consent for each Alteration.

In addition, Tenant shall submit any requests for a Tenant Improvement ("TI") to the 1 and 11 SVN Occupied Premises to RED at the address provided above. If approved, Tenant shall secure all appropriate permits and pay all costs for and/or associated with such TI, including, without limitation, any Americans with Disability Act ("ADA") upgrades to the 1 and 11 SVN Occupied Premises or elsewhere within 1 SVN and 11 SVN as required by law from installation to completion.

Prior to work starting on any TI in the 1 and 11 SVN Occupied Premises, the general contractor, the SFMTA, RED and, if assigned, the Department of Public Works ("DPW") will agree on the Scope, Schedule and Budget for the TI:

- **Scope:** description of RED (and, if appropriate, DPW) work assignment;
- **Schedule:** estimate of time, date work to begin, date work to end with delivery of product, and notification date if work will be delayed; and
- **Budget:** RED (and, if appropriate, DPW) staff to be assigned and approved by SFMTA, RED (and, if appropriate, DPW) estimate of staff and other costs for work, and notification date if budget will be exceeded or reduced.

Any request for a TI, if approved and completed, may affect Tenant's base rent upon completion due to impacts on the Building Systems or other matters, as determined solely by RED.

Any damage to 1 SVN and 11 SVN or the 1 and 11 SVN Occupied Premises caused by installation, maintenance, repair or any other activity of Tenant or Tenant's agents permitted hereunder shall be repaired and restored to its prior condition upon completion of the installation, maintenance, repair or other activities at no cost to RED.

4. RED Notice to SFMTA for Additional Space at 1 SVN. The SFMTA's goal has been to consolidate its facilities into one administrative building. The SFMTA has operations in other buildings which it desires to consolidate into 1 SVN to improve security, efficiency, and communications, and to reduce costs in the SFMTA's operating budget. RED shall notify the SFMTA, in writing, six months in advance, or as early as possible, if other tenants will be vacating space and/or floors at 1 SVN.

5. Emergency Generator. The SFMTA, along with specified other City tenant departments, shall have access to sufficient emergency power through emergency generators for critical systems and rooms as outlined by SFMTA emergency planners to RED and as supply resources permit.

6. Standards for Repairs. RED shall perform repairs within the 1 and 11 SVN Occupied Premises according to the standards set forth in Exhibit C.

Section 2. 25 and 27 Van Ness Premises

1. 25 Van Ness Premises. Tenant currently uses and occupies that portion of 25 V N known as Suite 210 ("25 VN Suite 210") that is approximately 3,824 square feet. Tenant shall use 25 VN Suite 210 primarily for SFMTA administrative offices, SFGO, other SFMTA uses or storage and related purposes. Tenant shall not use 25 VN Suite 210, or any part thereof, for any purpose other than as set forth in this MOU. Tenant shall comply with all laws, regulations and requirements of federal, state, and local authorities together with all building rules, regulations and practices, now in force or which may hereafter be in force, including laws relating to Hazardous Materials handling or storage, Smoking, Emergency Ingress and Egress, or other matters which impose any duty upon Tenant with respect to Tenant's use of 25 VN Suite 210.

2. Rent. For the fiscal year from July 1, 2010 through June 30, 2011, Tenant shall pay rent to RED in the amount of \$86,269 for each fiscal year for 25 VN Suite 210. Exhibit A itemizes the rent per floor for the SFMTA for 25 VN. Tenant shall budget sufficient amounts for each fiscal year to pay rent as determined by RED for the next fiscal year. To ensure that Tenant has sufficient opportunity to obtain budgetary approval for these rent payments, RED shall provide Tenant with written notice of the rent for the next fiscal year by November of the prior fiscal year or as early as possible. RED shall determine the amount of rent based upon factors including but not limited to those items enumerated in Recital A, subsections (i), (ii) and (iii) hereto. The rental rates expressed herein include Tenant's pro rata share of operating, utility, maintenance and management expenses of 25 VN based upon the approximate ratio of the square footage of 25 VN Suite 210 to the total square footage in 25 VN, and other factors, including consideration of common area and overall building vacancy. The operating, utility, maintenance and management expenses of 25 VN shall include the cost of (a) base water, garbage, recycling, electricity, gas and other utilities for 25 VN, (b) any necessary debris removal, pest control, janitorial, elevator, security, and other services in connection with the operation and maintenance of 25 VN, (c) any repairs, maintenance, or replacement of any equipment, hardware, fixtures, building improvements, and/or Building Systems in 25 VN, and (d) overall management of 25 VN. Rates do not include special services such as tenant improvements, after-hours heating or cooling expenses, after-hours security, or special accommodations for common area conference facilities that are available on a per-use fee basis (if applicable). Such additional services shall be either paid for directly by Tenant with RED's written consent, or through a work order to RED. RED shall provide invoices to the SFMTA on a quarterly basis, including additional services itemized for the SFMTA's approval. The quarterly invoices must include details such as building address, floor level and other billing information. The information provided by RED must enable the SFMTA to verify that the authorizations have been given, services have been provided and that the costs are billed appropriately and accurately. The SFMTA will pay RED only for agreed-upon costs as supported by the documentation specified above, not for budgeted costs. The SFMTA will only pay RED after receiving and reviewing that documentation and confirming its accuracy. The Janitorial Services to be provided by RED for 25 VN Suite 210 are

set forth in Contract 83660 between Toolworks, Inc. and the City for 25 Van Ness Avenue, which is incorporated by reference in this MOU. The Security Services to be provided by RED for 25 VN Suite 210 are set forth in Contract 86070 between Hal Mar Jac Enterprises, Inc. d/b/a McCoy's Patrol Service and the City for 25 Van Ness Avenue, which is incorporated by reference in this MOU. Additional services shall be approved by the SFMTA in advance, approved in an Addendum to this MOU, or itemized on the SFMTA's Rent Invoice to RED. The Building's Rules and Regulations will be set forth in the tenant manual currently being developed for 25 Van Ness Avenue; RED will provide a copy of the tenant manual to the SFMTA upon completion, and that tenant manual will be incorporated by reference in this MOU.

3. Tenant Improvements. Tenant shall not make or permit any alterations to 25 VN or to the Building Systems, and shall not make or permit any Alterations in, to or about 25 VN Suite 210, without RED's prior written consent for each Alteration.

In addition, Tenant shall submit any requests for a TI to 25 VN Suite 210 to RED at the address provided above. If approved, Tenant shall secure all appropriate permits and pay all costs for and/or associated with such TI, including, without limitation, any ADA upgrades to 25 VN Suite 210 or elsewhere within 25 VN Suite 210 as required by law, from installation to completion.

Prior to work starting on any TI, the general contractor, the SFMTA, RED and, if assigned, DPW will agree on the Scope, Schedule and Budget for the TI:

- **Scope:** description of RED (and, if appropriate, DPW) work assignment;
- **Schedule:** estimate of time, date work to begin, date work to end with delivery of product, and notification date if work will be delayed; and
- **Budget:** RED (and, if appropriate, DPW) staff to be assigned and approved by the SFMTA, RED (and, if appropriate, DPW) estimate of staff and other costs for work, and notification date if budget will be exceeded or reduced.

Any damage to 25 VN Suite 210 caused by installation, maintenance, repair or any other activity of Tenant or Tenant's agents permitted hereunder shall be repaired and restored to its prior condition upon completion of the installation, maintenance, repair or other activities at no cost to RED.

4. 27 Van Ness Premises. RED and the SFMTA are in agreement to enable the SFMTA to occupy a portion of the available space on the ground floor of 27 VN with the city's Human Services Agency (HSA). RED will work with the SFMTA and HSA to expedite the process to provide this space to SFMTA, including completing all necessary TIs. The SFMTA will occupy about 1,370 square feet of ground floor space at 27 VN. The SFMTA and RED have agreed on a cost-sharing arrangement for the TIs prior to the commencement of work by DPW on the TIs and have mutually executed a separate MOU relative to delivery of the space.

5. Standards for Repairs. RED shall perform repairs within 25 VN Suite 210 according to the standards set forth in Exhibit C.

Section 3. 1455 Market Street – Proposed RED Lease with Bank of America Corporation (BAC) for SFMTA's Central Control and Communications Center (C3) / Operations Control Center (OCC) Project:

The SFMTA's real-time command and control functions currently reside in locations dispersed around the City. Key functions are located in various facilities, which are undersized, with outdated systems. The SFMTA seeks to consolidate its real-time command and control functions in a single facility, adequately sized, with fully integrated and up-to-date systems. In March 2010 SFMTA submitted a request to the San Francisco Transportation Authority (SFCTA) for Proposition K allocation of \$11.155 million to fund the planning, design, construction, and start-up phases of the development of an integrated SFMTA Operations Control Center (OCC) at a new location in leased space (lease is pending) at 1455 Market Street in a high security building owned by Bank of America and across 11th Street from SFMTA's administrative headquarters at 1 SVN. The development of a new primary OCC facility at 1455 Market Street is one project of the Central Control and Communications (C3) Program. The SFCTA approved the SFMTA's funding request in May 2010.

In March 2009, the SFMTA completed a Site Assessment Study, prepared by Jacobs Engineering, to evaluate and rank potential sites for a new primary OCC. There were 9 sites evaluated against 12 criteria. 1455 Market Street was the highest ranking site, with the Transbay Terminal as runner up. The schedule for Transbay Terminal construction is uncertain. Likewise the funding plan for the Transbay site assumed a bond issuance which is not viable in the current economic climate. In contrast, the opportunity for outfitting and moving into a new OCC at the 1455 Market Street could be accomplished by the year 2012.

1455 Market Street is currently a data center owned and occupied by the Bank of America Corporation (BAC). The City's Department of Real Estate is currently negotiating with the Bank of America for a letter of intent to lease 40,000 usable square feet specifically for SFMTA Control Center functions. Additional square footage will be developed for LEED-certification requirements, such as a Bike Room and showers. The leasing of space for core facilities (bathrooms, elevators, hallways, building systems) will be prorated with other tenants.

The total estimate for space to be leased for 10 years (with two 10-year options possible) is 40,000 rentable square feet at an estimated total cost (including rent and expenses) starting in January 2012 in range for San Francisco office space rents and expenses in the fourth quarter of 2009. Space on the 7th floor of 1455 Market Street includes a large vacant operating theater, once utilized for ATM monitoring. There is an adjacent equipment/server room with conditioned power and cooling. Overall there is slightly in excess of 30,000 square feet of space specifically usable for OCC functions available for lease in this area. The facility already has backup power, building cooling systems, 24/7 secured access to the floor, and seismic upgrading. Adjacent to the operating theater are the associated office spaces, lockers, break room and conference rooms which the OCC would require. While the operating theater itself (approximately 20,000 square feet) would require new consoles and systems, furnishings in the adjacent office and support areas would be retained to the extent possible. 1455 Market Street represents a unique opportunity for the SFMTA to create a new command and control operating environment on an accelerated timeline, with a minimum of facility costs. The plan is to occupy the OCC at 1455 Market Street for a minimum of 30 years.

SFMTA has outside consultants developing the needs assessment and proposed plan for the C3/OCC space design, which will be designed and constructed by BAC's architects, consultants, and contractors. RED and MTA will include the final terms of the LOI and Lease in this MOU when the terms are agreed upon.

Section 4. Work Orders Between RED and the SFMTA

SFMTA agrees to fund up to the amounts set forth below for work orders for RED for fiscal year

2010-11. Estimated RED Labor (“Labor”), Overhead (“OH”), and total Labor and OH rates for fiscal year 2010-11 are set forth in Exhibit D. RED will provide reports to the SFMTA on a semi-annual basis.

1.	Off Street Parking	\$75,000
2.	SFMTA Capital Projects	
	a. Central Subway Project	\$10,000
	b. Islais Creek Project	\$10,000
	c. C3/OCC	\$60,000
3.	SFMTA Other Real Estate	<u>\$25,000</u>
Total:		\$180,000

Prior to work starting on an assignment, SFMTA and RED will agree on the Scope, Schedule and Budget for each assignment:

- **Scope:** description of RED work assignment;
- **Schedule:** estimate of time, date work to begin, date work to end with delivery of product, and notification date if work will be delayed; and
- **Budget:** RED staff to be assigned and approved by SFMTA, RED estimate of staff and other costs for work, and notification date if budget will be exceeded or reduced.

The SFMTA will pay RED only for agreed-upon costs, not for budgeted costs.

Section 5 Other Provisions

1. **Annual Updates.** The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. RED shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

2. **Term.** The term of this MOU shall commence on the Effective Date and shall continue terminated by either party as set forth in paragraph 3 below.

3. **Termination.** This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year). If no termination notice is received, the lease continues on a month-to-month basis.

4. **Amendment.** The terms of this MOU may be amended by written agreement executed between both parties.

5. **Designated Contact Person.** RED’s designated contact person for this MOU shall be RED’s Client Services Manager assigned to 1SVN. The SFMTA’s designated contact person for this MOU shall be SFMTA’s Manager of Real Estate & Property Management.

6. **Dispute Resolution.** The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an

incomplete invoice, or any other matter related to this MOU, by notifying RED in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from RED and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the designated contact person from the SFMTA and RED are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officer of the SFMTA and Deputy Director of RED, whose decision shall be final and binding on both parties.

7. **Entire Agreement.** This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

8. **Governing Law.** All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

9. **Severability.** The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

Section 6. General Terms

1. Maintenance. All requests for maintenance and repairs shall be directed to PropertyManagement.RED@sfgov.org, managed by:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Phone: (415) 554-9850

RED or its affiliates shall repair and maintain the structural portions of each Building, including the Building Systems; the roof, elevators, escalators, and the common areas; the floors, ceilings, walls, men's and women's restrooms, interior plumbing, walls and electrical wiring; provided, however, Tenant shall reimburse RED for any damage, excluding normal wear and tear, caused by any act or omission of Tenant, its Agents or Invitees. Repairs to a Building or the Building Systems critical to the functioning of office equipment, computer and communications systems, safety systems (not including minor repairs which shall be the responsibility of Tenant), or to the health and comfort of Tenant staff shall be made promptly by RED; in such cases, RED shall notify Tenant in writing within two business days after the date on which RED learned of the needed repairs or maintenance regarding the date when RED will complete such repairs or maintenance. For the purpose of making any such repairs, RED may use structures in the 1 and 11 SVN Occupied Premises, 1 SVN 3rd, 6th, 7th and 8th Floor Premises, and 25 VN Suite 210 (collectively, the "SFMTA Premises") where reasonably required by the character of the work to be performed, provided that such work shall not block the main entrance to the SFMTA Premises nor unreasonably interfere with Tenant's occupancy. Before initiating any such repairs, RED must give advance written notice to the SFMTA. Access to secured areas needs SFMTA staff escort. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the SFMTA Premises or any other loss occasioned thereby. Tenant shall maintain, at no expense to RED, the fixtures and equipment located within the SFMTA Premises in a safe, clean and sanitary condition, ordinary wear and tear excepted. However, the SFMTA is entitled to claim for damages for any injury or inconvenience to or interference with SFMTA's business, any loss of occupancy or quiet enjoyment of the SFMTA Premises if such damage is caused by any act of gross negligence or omission of RED, its Employees, Agents, Invitees, or Contractors.

Should Tenant desire to effect minor repairs and replacements within the SFMTA Premises related to movement of fixtures, equipment or partition or office walls, doors or interior windows, said work shall be: (a) at no cost to RED, (b) by licensed contractors or qualified mechanics approved by RED, including any qualified SFMTA personnel, (c) at least equal in quality, value and utility to the original work or installation, (d) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of any of the Buildings or the Building Systems, and (e) in accordance with any applicable Building Rules and Regulations and all applicable laws, rules and regulations. If the cost of any such repairs or replacements is in excess of Five Thousand Dollars (\$5,000) and is due to acts or omissions of Tenant, its Agents or Invitees, then Tenant shall pay to RED an administrative fee equal to ten percent (10%) of the total "hard" costs of the work. Tenant hereby waives all rights to make repairs at RED's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

2. Notices to Vacate Premises. Tenant and RED shall provide the other no less than

twelve (12) months prior written notice to vacate any of the SFMTA Premises. Should Tenant provide such notice to RED, Tenant shall remain financially responsible for rental payments for that portion of the SFMTA Premises until the earlier of either (i) the end of the Fiscal Year for the effective date of vacation, or (ii) occupation of that portion of the SFMTA Premises by a replacement tenant under an executed MOU. If the replacement tenant does not provide RED with an equivalent amount of rent as Tenant, Tenant shall be responsible for paying RED any lost rent. Should RED tender to Tenant a notice to vacate any portion of the SFMTA Premises, RED shall provide Tenant with advisory assistance in securing a new location, as resources allow.

3. Non-disturbance. If neither a default by Tenant exists beyond the applicable grace or cure period, nor any event has continued to exist that would entitle RED to terminate this MOU or would cause, without further action by RED, the termination of this MOU or would entitle RED to dispossess Tenant thereunder, this MOU shall not be terminated. In addition, the Tenant's use, possession, or enjoyment of the SFMTA Premises shall be free from interference.

4. Insurance. RED shall require any subtenant licensee or any agent, contractor or subcontractor it hires in connection with its use, occupation, construction or alteration of the SFMTA Premises or with a right to enter or occupy the SFMTA Premises, to secure such insurance as is recommended by RED. The SFMTA, as a City department, is self-insured. RED shall purchase fire, earthquake, liability, and other insurance or self-insure for the SFMTA Premises as mandated by the terms of the debt instruments for any of the Buildings.

5. Damages. Tenant agrees to be responsible for all costs associated with all claims, damages, liabilities or losses which arise only (i) as a result of the handling of Hazardous Materials on or about the SFMTA Premises by Tenant, its licensees, invitees, its contractor's assignees or sublessees, or (ii) out of any injury or death of any person or damage of any property occurring in, on or about the SFMTA Premises or which arise as a result of Tenant's, or its agents', contractor's, assignees', or sublessees', acts or omissions, from any cause. The foregoing obligation of Tenant shall survive the termination of this agreement with respect to Claims that arise during Tenant's possession of the SFMTA Premises. Notwithstanding the foregoing, Tenant shall have no obligation or liability with respect to any pre-existing Hazardous Materials or Free Product on or around the SFMTA Premises except for the handling and disposal of such Hazardous Materials or Free Product that is required by any Regulatory Agency having jurisdiction over the SFMTA Premises as a result of the construction, maintenance or use of the substation located on the SFMTA Premises.

6. Indemnification. Tenant shall include RED as an indemnified party in any indemnification provision between Tenant and any agent, contractor or subcontractor it hires in connection with its use of the SFMTA Premises.

7. Subleases and Assignments. Tenant shall not enter into any sublease agreements or assignments of space without the prior written consent of RED.

8. Amendment. The terms of this MOU may be amended by written agreement of the parties hereto. The parties hereto agree to execute annual amendments, if necessary, to reflect changes in rent and any other financial terms set forth in this MOU.

9. Termination of MOU. This MOU may be terminated by either party upon 90 days written notice to the other party.

10. Notices. Notices and other communications to the SFMTA shall be addressed as follows:

San Francisco Municipal Transportation Agency
Real Estate Section
One South Van Ness Avenue, 8th Floor
San Francisco, California 94103
Attn: Senior Manager

Notices and other communications to RED shall be addressed as follows:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

IN WITNESS WHEREOF the Parties have caused this MOU to be executed by their duly appointed representatives this ____ day of _____, 2010.

REAL ESTATE DIVISION

MUNICIPAL TRANSPORTATION AGENCY

By: Amy L. Brown
Director of Property

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

SFMTA Board of Directors
Resolution No. _____
Dated: _____

Secretary

**EXHIBIT A
RENT**

1 SVN

Location	Square Footage (s.f.)	\$/s.f./yr.	Annual Cost (FY 09-10)	Annual Cost (FY 10-11)
1 SVN, Basement (Revenue Center)	11,459	\$11.28	\$129,258	\$129,258
1 SVN, Basement (Common Area)	5,375	\$11.28	\$60,630	\$60,630
1 SVN, Basement (Storage)	16,269	\$11.28	\$183,514	\$183,514
11 SVN, 1 st Floor (Customer Service Center)	5,866	\$22.56	\$132,337	\$132,337
1 SVN, 3 rd Floor	66,351	\$22.56	\$1,496,879	\$1,496,879
1 SVN, 6 th Floor	63,111	\$22.56	\$1,423,784	\$1,423,784
1 SVN, 7 th Floor	66,317	\$22.56	\$1,496,112	\$1,496,112
1 SVN, 8 th Floor	30,574	\$22.56	\$689,749	\$689,749
1 SVN, 8 TH Floor Additions	7,369	\$22.56	\$13,854*	\$166,245
1 SVN Total:	272,691		\$5,626,117	\$5,778,508

25 VN

Location	Square Footage (s.f.)	\$/s.f./yr.	Annual Cost (FY09-10)	Annual Cost (FY 10-11)
25 VN, Suite 210	3,824	\$22.56	\$86,269	\$86,269
25 VN Total:	3,824		\$86,269	\$86,269

27 VN

Location	Square Footage (s.f.)	\$/s.f./yr.	Annual Cost (FY09-10)	Annual Cost (FY 10-11)
27 VN, 1 st Floor	1,370	\$22.56	\$5,151**	\$30,907
27 VN 1 st Floor Total:	1,370		\$5,151	\$30,907
TOTAL RENT FOR CITY SPACE IN CITY-OWNED BUILDINGS:	277,885		\$5,717,537	\$5,895,684

*Effective commencement date of July 1, 2010

**** Effective commencement date of May 1, 2010**

EXHIBIT B

SFMTA CUSTOMER SERVICE CENTER: 11 SVN SPECIAL PROCEDURES

The Customer Service Center ("CSC") contracts with Cypress Security Company through SFMTA Safety, Security & Enforcement located at 1SVN, 8th Floor.

- Entry to the CSC is closely monitored. Admittance to the back office of CSC is restricted to staff. All visitors are escorted through the restricted areas by SFMTA CSC staff.
- Keys and/or Card keys are only issued to CSC staff.
- Security guards are present at the CSC located at 11 SVN to insure public and employee safety during business hours.
- Security guards are responsible for directing customers to the window designated as the ticket and information window.
- After customers and janitorial staff have left the lobby, doors are locked and the monitored security alarm is set by CSC staff.
- The alarm system remains activated until CSC is open for business the next day.
- All security codes for the internal alarm system in the CSC are issued by the CSC Manager; codes are then entered, maintained and monitored by SFMTA Security.
- A report of all activity for the security system is available by staff code.

SFMTA Security is responsible for:

- Issuing key cards approved by Manager;
- Changing access for Employees;
- Maintaining and monitoring security equipment located in the lobby i.e., panic buttons, window speakers, and door locks; and
- Monitoring security cameras and audio equipment located in the CSC lobby and notifying 911 if necessary.

Notification for security breaches after office hours are reported to Cypress Security. Field Manager's contact is:

Cell: 415.336.0851
Office: 866.345.1277

Cypress verifies with the following CSC Management staff regarding possible false alarms:

Victor Dunn
Lorena Kehoe
Victoria Einhaus

EXHIBIT C

STANDARDS FOR REPAIRS

In the event that a repair cannot be made within the timeline provided below, RED shall provide a written explanation to the SFMTA setting forth the reasons for the delay and the expected date of completion for that repair.

Service	Standard
Window washing	Once per year; SFMTA may also hire window washers and pay for it directly if additional services are desired.
Key requests	Within five working days after being reported
Door repairs	Secure door same day as reported; RED will endeavor to repair within one week but it may take up to two weeks
Light bulb replacement	Within three working days after being reported
Room temperature adjustment	Within four working hours after being reported, unless the request requires adjustment to the building-wide system, which will require five working days
Plumbing malfunctions	Safety and water waste problems within four working hours after being reported, others prioritized among all properties and addressed as soon as possible
Leaky faucets or drinking fountains	Safety and water waste problems within four working hours after being reported, others prioritized among all properties and addressed as soon as possible
Elevators/ escalators	Problems communicated to elevator company by RED on the same day as reported, estimated timeline for repair communicated on same day as received by RED from elevator company

EXHIBIT D

WORK ORDERSRED Labor and Overhead Rates for FY 2008-09

Project/Assignment	Names of RED Staff Approved by SFMTA	Total Annual FY 2009-10 and 2010-11
Off-Street Parking	RED Staff: to be approved by SFMTA #1	Up to \$75,000
Central Subway	RED Staff: to be approved by SFMTA #2	Up to \$10,000
Islais Creek	Claudine Venegas	Up to \$10,000
1455 Market St. LOI and Lease with Bank of America Corp. for SFMTA C3/OCC	Charlie Dunn	Up to \$60,000
SFMTA General	RED Staff: to be approved by SFMTA #3	Up to \$25,000
Total		Up to \$180,000

Real Estate Staff

Name	Estimated FY10 Billing Rate*	Estimated FY11 Billing Rate*
Bayol, Marta	\$229.03	\$239.36
Bianchi, Kathy**	\$99.61	\$105.92
Dunn, Charlie	\$246.57	\$257.68
Hinson, Jason	\$180.32	\$188.46
Ritter, Larry	\$170.93	\$178.64
Sutherland, Julian	\$210.61	\$220.11
Updike, John**	\$161.44	\$161.44
Venegas, Claudine	\$215.55	\$225.27
Notes	FY2010: *Overhead rate of 121.77% ** Overhead rate of 56%	FY2011: *projected overhead rate of 131.77%, actual rate may be lower. **overhead rate of 66.4%

EXHIBIT A.22

**Memorandum of Understanding for General Services Agency Services
Between
Risk Management Division
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between **the Risk Management Division** (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **risk management and insurance consulting and placement services** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$2,093,480** to the Department during fiscal year 2010-2011 for the Department's services including insurance premiums, as described briefly below and more fully described in Attachment A:

**Insurance Procurement
Contract Administration
Risk Management Services
RFP/Contracts/Insurance Requirements Consultation**

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Matt Hansen**. The SFMTA's designated contact person for this MOU shall be **Sonali Bose**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons

for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

AGREED TO AS WRITTEN ABOVE:

Risk Management Division
Office of the City Administrator

By: _____
Matt Hansen
Director

Risk Management MOU—Attachment A

Fiscal year:	2010-2011
Total MOU Amount:	\$2,093,480
Requesting Department:	SFMTA
Program:	Risk Management
Department Fund:	1G-AGF-WOF
Object:	086
Performing Department:	GSA City Administrator
Program:	Risk Management
Department Fund:	1G-AGF-WOF

Description of Services:

Please see attached Work Order for the 2010-2011 Fiscal Year.

Billing:

The billing is based on estimated insurance costs provided by market professionals and a flat rate for Risk Management Services. MTA's insurance premiums comprises 14% of the total insurance premiums for policies placed through this office on a city-wide basis. However, we charge a flat rate for Risk Management Services that is equal to 6% of our total service charges and will continue to charge a flat rate for our services.

The Department shall bill quarterly based on actual insurance cost incurred and for the services provided.

*Work order detail provided on next page

Signatures:

San Francisco Municipal Transportation Agency

Performing Department Head

Date: _____

Date: _____

09-10 Work Order #:	WKMT10000009 (Reference Only)
Requesting Department:	MTA
Performing Department	GSA CITY ADMNTR
Department Fund:	1G-AGF-WOF
Program:	RISK MGMT
Object:	086
Work Order Charges	
Broker Services Including Insurance Premiums*	
Group Life Muni Operators	\$124,961.76
Group Felonious Assault	\$22,839.00
Property, Boiler & Machinery (PEPIP)	\$1,122,794.45
Blanket Property & Business Interruption (for Parking Garages)	\$129,780.95
Transit Liability	\$2,433,000.00 (PAID DIRECTLY BY MTA)
OPPI (Central Subway)	\$6,170,000 approx. (PAID DIRECTLY BY MTA)
Insurance Premium Totals:	\$10,088,376.16
Consulting Services:	
Warren, McVeigh & Griffin	\$10,000.00 (Central Subway OCIP Study)
Risk Management Services/Special Projects	\$70,000.00 \$ 5,000.00 (Parking Garage Agreement Review)
Additional Insurance Placements/Services	\$608,104.00
Work Order Amount:	\$2,093,480.00
Work Statement: Risk Management services include: Setting and applying City wide Risk Management standards in conformance with best practices and the Administrative Code as well as undertaking initiatives to streamline the process of Risk Management in support of overall government efficiency; Review, analysis and advice on city, department or enterprise RFP/RFQ, contract and bond indemnity and insurance requirements to protect City agencies from financial risks; Marketing, negotiation and placement of insurance policies as requested or required including review and analysis of terms and conditions, preparing applications, reviewing and analyzing underwriting data and maintaining historical policy records; Review and analyze insurance certificates and endorsements as needed; Providing general Risk Management consulting and problem-solving and other related services or special projects requested by department customers.	

*Estimated 15% increase in insurance premiums.

EXHIBIT A.23a

**Memorandum of Understanding for
MUNI Lifeline Eligibility Determination and Sales Services
Between
The Human Services Agency
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of October, 2010 (the “Effective Date”) by and between The Human Services Agency (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide MUNI Lifeline eligibility determinations and sales services to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$250,000** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachment A.

The Department will provide eligibility determination, verification and Lifeline distribution services.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by H.S.A. or MUNI for any reason with at least fifteen (15) days written notice. Upon termination of this MOU for any reason, H.S.A. shall immediately return all Lifeline Passes in its possession to MUNI. The database developed by H.S.A. for eligibility determination, verification and sales tracking of the Lifeline Passes and the contents of the database are the sole property of H.S.A., and upon expiration or termination of this MOU shall remain the sole property of H.S.A.

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Debra Solomon, 415/557-5558. The SFMTA's designated contact person for this MOU shall be **Diana Hammons, 415/701-4610 OR Steven Lee, 701-4592**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within

15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
HUMAN SERVICES AGENCY

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
TRENT RHORER
Executive Director

Human Services Agency of San Francisco MOU—Attachment A

Fiscal year:	FY 2010-2011
Total MOU Amount:	\$250,000.00
Requesting Department:	SFMTA
Program:	BE1
Department Fund:	5MAAAOHF
Object:	081SS
Performing Department:	Human Services Agency
Program:	Fiscal
Department Fund:	1G

Description of Services:

The Department will provide eligibility determination, verification and distribution services for the MUNI Lifeline Fastpasses. In concert with SFMTA, the Department will coordinate all communication regarding recertification and changes to the program.

Billing:

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the actual costs and fees associated with those services, including staffing, outside vendor costs and administrative costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances. See attached budget for estimated costs.

Staff/Service	Job Classification	FTE/Count	Cost	Fringe	Costs
Fiscal Director	932	0.05	6760	1.39	\$9,396.40
Fiscal Manager	1824	0.05	5287.1	1.39	\$7,349.07
Planning Coordinator	1823	0.1	9133.8	1.39	\$12,695.98
Sales Supervisor - 170 & 3120	1634	0.1	6331	1.39	\$8,800.09
Sales Clerk 170	9110	0.8	44948.8	1.39	\$62,478.83
Sales Clerk 3120	9110	0.8	44948.8	1.39	\$62,478.83
IT Support	1012	0.05	3213.6	1.39	\$4,466.90
Database Management	1070	0.05	6886.1	1.39	\$9,571.68
Accounting Supervisor	1654	0.05	4391.4	1.39	\$6,104.05
Accountant - Revenue	1630	0.05	2420.6	1.39	\$3,364.63
Armour Car Services		108	8100		\$8,100.00
Facilities (utilities, space, furniture)		2.1	7250		\$15,225.00
Copying/Printing		93000	0.04		\$3,720.00

Staff/Service	Job Classification	FTE/Count	Cost	Fringe	Costs
Postage		93000	0.38		\$35,340.00
Equipment					\$1,000.00
Total					\$250,091.47

EXHIBIT A.23b

Memorandum of Understanding for Workfare Services
Between
Human Services Agency
And
The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this 1st day of July, 2010 (the “Effective Date”) by and between Human Services Agency (the “Department”), and the San Francisco Municipal Transportation Agency (“SFMTA”), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **workfare services** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$571,990** to the Department during fiscal year 2010-2011 for the Department’s services, as described briefly below and more fully described in Attachments A and B:

Work performed at SFMTA work sites by HSA clients as part of a workfare program.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Debra Solomon, 557-5558**. The SFMTA's designated contact person for this MOU shall be Steven Lee, 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith

meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions. Attachment B governs more operational procedures between the two departments regarding items like the participants' work schedules.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
Human Services Agency

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Trent Rhorer
Executive Director

HSA MOU—Attachment A

Fiscal year:	FY 10-11
Total MOU Amount:	\$571,990
Requesting Department:	SFMTA
Program:	BEN
Department Fund:	5MAAAOHG
Object:	683001/081SS
Performing Department:	Human Services Agency
Program:	CAAP
Department Fund:	1G

Description of Services:

HSA will recover from MTA the grant paid to participants are performing workfare at Muni work sites. The services being provided include cleaning vehicles, sweeping maintenance yards, and performing other general entry-level cleaning tasks.

Billing:

HSA will bill MTA based on hours of workfare performed, at the Minimum Compensation Ordinance rate of \$11.03. This rate includes all overhead costs. Based on the rate of \$11.03 per hour, approximately 51,857 hours of work will be performed.

The Department shall bill quarterly based on actual cost incurred for the services provided.

Attachment B

EXECUTION OF AGREEMENT

Prior to beginning a Workfare assignment, the DHS client must attend an Employment Evaluation Session. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees to execute in triplicate a Workfare Participant's Agreement, to be co-signed by the Workfare participant and San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI), and to provide the participant with a copy of the Agreement. The third copy will be given to DHS. The DHS Evaluation worker or San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) representative, present at the Employment Evaluation Session, shall inform the Workfare participant of the Workfare Rights printed on the back of the Agreement.

Participation in a Workfare assignment is a condition of eligibility for aid. Once a Workfare participant's case has been discontinued and then closed the client is no longer entitled to participate in a Workfare assignment.

NUMBER OF WORKFARE HOURS PER WEEK

The San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will be informed of the number of hours or any changes there of that the Workfare participant must complete each week by the DHS via an Evaluation Referral List or the Workfare Participant Agreement signed at the Employment Evaluation Session or email. The DHS-Workfare hours will be covered by Workers' Compensation through DHS. Workfare participants may not do Workfare for more than the assigned number of Workfare hours.

WORKFARE WEEK

The Department of Human Services Workfare week may include all days of the week from Sunday through Saturday.

WORKFARE HOURS/SHIFT SCHEDULE

The maximum number of hours a DHS client can engage in a Workfare activity per day is 3.5 hours. The San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will be informed of any changes of the daily maximum hours by DHS. The days and times assigned to the DHS client in the Workfare Participant's Agreement shall remain in force for the duration of the Workfare Participant's Agreement. If the participant or the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) wishes to make a change in the times or days on the existing Workfare Participant Agreement, then a new Workfare Participant Agreement must be signed and submitted to the DHS/ County Adult Assistance Program's (CAAP) Workfare Administrative Support Section before any change can take place. However, the maximum number of hours may not be changed by the participating agency.

DEFINITIONS:

REMEDY – If a client fails to comply with Workfare requirements without Good Cause, he is given the opportunity to establish that the compliance failure was non-willful by completing Remedy, which is a formal procedure in which the client is given a chance to "make up" his compliance failure.

Clients may apply for Remedy at any time after a Workfare requirement failure BUT not later than the end of the third (3rd) workday after the effective date of discontinuance. (Example: If the discontinuance date is on a Monday, then Tuesday is considered day one and the client would have until close of business on Thursday, day 3, to ask for Remedy.) The client may apply with his CAAP worker either in person, in writing, or by phone. The Remedy appointment must be scheduled within 3 workdays from the date of the Remedy request.

Important Remedy Rules

- During Remedy, a client must comply with all other CAAP Program requirements
- In general, a client cannot re-Remedy a failed Remedy. However, a client may fail Remedy for a verified good cause and be re-scheduled to make up the failure.

GOOD CAUSE San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) The client shall have 3 workdays (counting the day after the failure as "day one") in which to contact his worker to request an appointment to present his reason(s), written verifiable proof of absence, for the failure. (Example: Client missed Workfare on Monday, then Tuesday is considered day one and the client would have until close of business on Thursday, day 3, to ask for an appointment to present Good Cause.) The appointment to present such verification of good cause must be made within 3 working days from the date of contact (counting the day after contact as "day one"). If the client has a Good Cause for not contacting his worker within 3 workdays of the failure, the DHS worker's supervisor will decide whether the excuse is acceptable on a case-by-case basis.

Some examples of Good Cause may include but are not limited to the following:

- illness of recipient;
- illness or death in the recipient's immediate (parents, children, spouse and/or domestic partner) family;
- incarceration;
- scheduled job interview or employment;
- other circumstances that are beyond the control of the client and that prevent him from meeting Program requirements.

ACCRUED SICK LEAVE:

Effective February 5, 2007, CAAP clients participating in Workfare assignments are eligible to accrue and use sick leave time as follows ("accrue" is defined as earning/collecting sick leave hours and having the hours recorded by DHS):

- Workfare/Alternative Workfare clients will accrue one (1) hour of sick leave time for every thirty (30) hours of Workfare completed, this includes remedy or partial days worked.
- A maximum of 72 hours of sick leave may be accrued and the accrued balance will be carried over from year to year as long as there is no break in aid or until the sick leave time is used up.
- Sick leave time is only accrued and used in hour increments.
- Only recorded “accrued” sick leave time can be used by the client. There will be approximately a one-week delay in recording a client’s earned sick leave time.
- Clients must call DHS within the first hour of the Workfare assignment start time to request/report the use of sick leave.
- Accrued sick leave time can only be used toward Workfare/Alternative Workfare absences.
- Accrued sick leave time cannot be used during Remedy.
- Clients may use accrued sick leave time or establish good cause.
- Clients may establish good cause for failing to follow sick leave reporting procedures.
- Clients who have followed the sick leave reporting requirements and arrive late to their assigned worksite shall advise their site supervisor of the following, if they have not done so already:
 - The participant is late and he wants to use accrued sick leave time, stating how many hours he wishes to use; and that
 - He has already called DHS, within the first hour of the client’s Workfare assignment start time, to report using accrued sick leave time.
- Clients will be recorded on the time sheet as AWOL (AWOL means “Absent Without Leave”) from their scheduled Workfare assignment and may be sent home whenever clients have requested to use their accrued sick leave time and:
 - Do not inform their Workfare supervisor when they arrive late that they have already made the required phone call(s) requesting the use of recorded accrued sick leave time (stating how many hours they have requested).
 - Leave their Workfare assignment early without notifying the site supervisor of the plan to use accrued sick leave time;
 - Report use of accrued sick leave time that has not been accrued.
 - Fail to arrive at the Workfare site in a timely manner, after meeting the sick leave reporting requirement (e.g., Workfare assignment starts at 6:30 A.M.; client calls and reports use of one hour of sick leave time, then arrives at the workfare site after 7:30 A.M.. Client is AWOL).

Clients will be recorded as AWOL whenever they fail to complete their full Workfare shift for any reason other than the use of accrued sick leave.

- If a client needs to use his accrued sick leave time to leave his Workfare assignment early, he must inform his site supervisor of his plan to use accrued sick leave time. The client does not have to call DHS. The site supervisor will record the client's sick leave hours on the sign-in sheet and forward the information to DHS.
- Clients have to sign in and out themselves on the daily time sheets, recording their in and out times.
- When a client's CAAP case is **closed**, all accrued sick leave time will be eliminated and the client's sick leave balance will start at zero if he reapplies and participates in Workfare.
- Good cause and Remedy procedures are not affected.

Workfare Coordinators will be sent updates on participants total recorded sick leave hours by the DHS Accrual and Use of Sick Leave Worker.

PARTICIPANT AGREEMENT

The Department of Human Services requires that Workfare participants:

1. Report to their assignment in the designated time. **On an exception basis only**, participants may report to work up to ten (10) minutes after the assigned start time. Participants who report to work more than ten (10) minutes after the assigned start time will be recorded as AWOL on the time sheet and sent back to their DHS worker to present Good Cause and then to begin the reassignment process back to their current assignment, if applicable, or to arrange Remedy and then begin the reassignment process, not necessarily at the same worksite. When the participant uses recorded Accrued Sick Leave time in the appropriate manner to cover late arrival to the Workfare assignment he will not have to be sent back to his DHS worker or begin the reassignment process. When the participant uses recorded Accrued Sick Leave he may return directly to his current Workfare assignment. However, if the participant's lateness/tardiness was the direct result of the verified unavailability of City services, the participant shall not be marked AWOL and shall be allowed to complete the remainder of their shift, at the on-site supervisor's discretion
2. In addition to Good Cause and Remedy, both of which require going to the Employment Evaluation Session, the participant also has the use of Accrued Sick Leave, if applicable, available to him to use to cover absences **without** having to be sent back to their DHS worker, attending the Employment Evaluation Session and signing a new Workfare Participant's Agreement before returning to their current Workfare assignment. DHS clients' sign the Accrual and Use of Sick Leave Agreement, explaining the qualifications and procedures of use of the accrued sick leave time, with their DHS worker at the time they are scheduled to attend the Employment Evaluation Session.
3. Any participant reporting to their assignment under the influence of, or in possession of, any alcohol, restricted substance(s) and/or controlled substance(s) will be marked AWOL

and must go back to see their DHS worker. The AWOL participant cannot return to their assignment until they successfully complete Remedy, attend the Employment Evaluation Session, and obtain a new-signed Workfare Participant Agreement. The participant will not necessarily be reassigned to the same worksite. If the participant had 'Good Cause', a written verifiable excuse, that was submitted in a timely manner (no later than 3 work days after the missed assignment) to his DHS worker, the client would be able to return to his current Workfare assignment after he attended the Employment Evaluation and obtained a new-signed Workfare Participant Agreement.

4. Any participant who cannot/does not report to their Workfare assignment for any reason, unless the participant has asked, in the appropriate manner, to use actual recorded accrued sick leave, is to be marked AWOL and must go back to see his DHS worker. The AWOL participant cannot be accepted back to his Workfare assignment unless he is qualified and presents Good Cause to his DHS worker or successfully completes Remedy. It will be necessary for the participant, in either case, to attend the Employment Evaluation Session and sign a new Workfare Participant's Agreement. **The site supervisors may not excuse an absence except for the use of accrued recorded sick leave.**

DESCRIPTION OF PARTICIPANT DUTIES

Vehicle Maintenance

- Sweep, mop, wash and disinfect inside and outside of buses, streetcars, cable cars and trolleys
- Clean and sweep designated buildings and bus shelters
- Remove graffiti using a chemical, wearing personal protective equipment
- Office Clerks – filing, documenting, notating
- Other duties as required

SUPERVISION

DHS Workfare participants shall work under the direct supervision of San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) employees who have the ability to communicate in a language the participant understands. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare supervisors shall be aware of participants Workfare rights, as printed on the back of the Workfare Participant's Agreement.

EVALUATION/REFERENCE

At the end of each month, all San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare supervisors must complete a written Evaluations of Workfare for participants who completed a full month's requirement of Workfare activities. Such Evaluations shall be completed in quadruplicate on the Workfare Evaluation/Reference form provided by the Department of Human Services (DHS). The worksite supervisor shall give one copy of the Evaluation to the Workfare participant and meet with the participant to discuss the Evaluation, when and if the participant requests a meeting. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator will collect the two remaining copies of all monthly Workfare Evaluation/Reference forms from the Worksite supervisors and forward one copy to the DHS Workfare Administrative Support Section and keeps the other for their files.

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator will forward each original Evaluation/Reference form to a person in San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Personnel Office who has been designated as responsible for countersigning and releasing the form as a Reference, when requested to do so, in writing, by the current or former Workfare participant. The participant must submit a signed Request to Provide Reference – Waiver and Release of Liability Form, which is available from either DHS or San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Personnel Office; at the time a reference is requested. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Personnel Office shall retain the Workfare Evaluation/Reference forms for a period of five years.

WORKSITE COMPLAINTS

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator will investigate worksite complaints. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees to cooperate fully with these investigations for the purpose of resolving such complaints. Findings will be forwarded to the DHS Workfare Administrative Support Section supervisor.

As a result of the investigation, if the findings prove to be an insoluble problem, it may be that the participant will be sent back to their worker to start the procedure to get a new Workfare/Alternative Workfare Participant's Agreement to a new site. However, depending on the circumstances, the Workfare participant may be required to continue in the current assignment until a new Participant Agreement has been signed. If the Workfare participant has regular verified weekly appointments that conflict with the assigned obligations, the participant needs to have his Workfare schedule changed and get a revised Participant Agreement either with San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) or by contacting his worker and being sent back to the Employment Evaluation Session to get a new contract. If the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) gives the participant a revised Participant's Agreement then the distribution of the agreement copies is the same as previously noted.

REFERRAL FOR JOB ANNOUNCEMENTS

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees to refer Workfare Participants to San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Personnel Office and to the Department of Human Resources (DHR) office at 44 Gough Street for listings of job opportunities within San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI). A statement regarding the availability of job listings at San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Personnel Office and DHR is included under Workfare Rights on the Workfare Participant's Agreement.

OCCUPATIONAL SAFETY AND HEALTH

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) shall comply with all applicable Federal and State Occupational Safety and Health

(OSH) regulations and shall ensure that San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Injury and Illnesses Prevention Program (IIPP) covers Workfare participants. The IIPP should include a mechanism for participants to anonymously report OSH hazards. As part of the IIPP, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) shall develop a Code of Safe Practices (CSP) for all duties assigned to Workfare participants. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will provide all personal protective equipment (PPE) and training specified in the CSP at no cost to the participants. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will provide participants with a copy of the CSP, upon request, which applies to their work assignment, and with instructions on how to anonymously report OSH hazards to San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI).

Additionally, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will provide, upon request, to Workfare participants a form to report unresolved concerns to the Occupational Health and Safety Program of San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI). San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees to provide representatives of the DPH OSH Program with access to their worksites and records, as needed, to resolve complaints. If San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) does not either respond to, or resolve, the concern, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will also inform participants that they have the right to report OSH hazards to Cal-OSHA, and provide them with Cal-OSHA's telephone number.

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees to provide the Department of Public Health (DPH) with copies of any Cal-OSHA citations they receive which apply to Workfare participants or sites, and to abate such citations by the abatement date. San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) agrees that, if requested by DHS, personnel from the Occupational Safety and Health Section of the Department of Public Health may review CSP's for adequacy and audit work operations to evaluate compliance.

PARTICIPANT INJURIES

If the DHS participant sustains an injury while doing his Workfare assignment at San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) site, the participant's worksite supervisor needs to notify the CAAP Workfare Administrative Support Section Supervisor once the immediate emergency is over. The site supervisor shall also complete the three (3) Workers' Compensation forms (DHS Form 5020 - State of California Employer's Report of Occupational Injury or Illness, DHS SIIR - Supervisor's Incident Investigation Report and the DWC-1 - Employee's Claim For Workers' Compensation Benefits) attached to this Memorandum of Understanding. Please note - that if the participant does not want to file a Workers' Compensation claim at this time, the site supervisor will give the participant the DWC-1 forms from the packet with the employer portion filed out, noting on the top of the DWC-1 that it had been hand given to the participant, then making two Xerox copies (one to be sent with the rest of the forms to the DHS Workfare Administrative Support Section and one to keep with their files).

Unless the Workfare participant has pre-designated a personal physician on a Employee's Pre-Designation of Physician, Chiropractor, or Acupuncturist for Treatment of Work-Related Injuries (DHR-WC-10) form, according to California Labor Code Section 4600, he shall go for treatment to one of the following designated CCSF Medical Provider Network (MPN) Clinics:

For injuries occurring during normal business hours:

St. Francis Treatment Room
1199 Bush St, Suite 160
Hours: 7:30a.m.-5:30p.m., Monday - Friday
Telephone: (415) 353-6305

AT&T Clinic-St Francis Treatment Room
24 Willie Mays Plaza
Hours: 8:30a.m.-3:30p.m., Monday - Friday
Telephone: (415) 972-2249

Kaiser Occupational Health Clinic (Opera Plaza)
601 Van Ness Avenue, Suite 2008
(corner of Van Ness & McAllister, 2nd floor)
Hours: 8:30a.m.-5:00p.m., Monday -Friday
Telephone: (415) 674-7000

California Pacific Medical Center - Davies Campus
Castro & Duboce Streets
Hours: 8:00a.m. -5:00p.m.
Telephone (415) 600-0600

For Injuries occurring after normal business hours:

San Francisco General Hospital Emergency Department
1001 Potrero Ave
(415) 206-8111

California Pacific Medical Center - Davies Campus, Emergency Department
Castro & Duboce Streets
Telephone: (415) 600-0600

Kaiser Permanente Medical Center
Urgent Care Clinic
2238 Geary Blvd., 8th Floor S.E.
Hours: 5p.m. - 9p.m.

Emergency Department
2200 O'Farrell Street at Baker
Hours: 9:00p.m.-8:00a.m.
Telephone: (415) 202-2000

St. Francis Memorial Hospital Emergency Department
1100 Bush St, between Hyde and Leavenworth Streets
Telephone: 353-6300

The Workfare client must identify themselves as CAAP Workfare Participants when presenting themselves for treatment. Unless the Workfare participant indicates that he does not need transportation, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) shall transport/arrange transport for the injured Workfare participant to the appropriate location for treatment.

If the participant pre-designates a personal physician, the DHS Workfare Administrative Support Section will send a copy of the Employee's Pre-Designation of Physician, Chiropractor, or Acupuncturist for Treatment of Work-Related Injuries form (DHR-WC-10) to San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI).

WORKERS' COMPENSATION

The Department of Human Services agrees to provide Workers' Compensation coverage for the maximum number of assigned clients at the authorized number of hours and on the designated days per client.

Upon receipt of Workers' Compensation forms the Workfare Support Section Supervisor will make/keep copies for his files and send the appropriate copies to the Department of Human Services Personnel Department for processing.

PARTICIPANT ATTENDANCE REPORTS

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) shall deliver to the DHS Workfare Administrative Support Section office the participant's weekly time sheets by the close of business each Tuesday, reporting the previous week's attendance in accordance with the Accrual and Use Sick Leave Law, reporting all Workfare time completed, all recorded accrued sick leave requested and all AWOL time. All absences and requests for the use of sick leave time shall be accurately recorded on the participant's time sheet. If it is found that the participant misused accrued sick leave time the CAAP Accrual and Use of Sick Leave worker will notify San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator that the participant was actually AWOL, giving the dates and hours misused, asking them to make note of these facts on the current work sheet before turning it in, and telling them not to allow the participant back on to the site and to remove the participant's name from the time sheet, as well as having them tell the participant to contact his eligibility worker.

The timesheets are to have the name of San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) on it; the worksite/crew name, if San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) has more than one site; Workfare assignment days and shift hours, participant's name; case number and last four digits of their social security number.

The daily timesheets are to be signed by the participants. The participants are to record their assignment check-in and checkout times. Also noting any requested accrued sick leave time. The only time the Workfare supervisor can enter the participant's time out is when the

participant walks off of the site and is being recorded as AWOL. If the participant has walked off the site and there is not a way of estimating how long he was doing his assignment that day, the participant will be marked AWOL for the entire day.

Additionally San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will have a backup person for San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator, who is fully capable of assuming the Workfare Coordinator's duties and responsibilities in the Workfare Coordinator's absence so all reporting is done accurately and on time.

If there is a personnel change of the Workfare Coordinator (or other contact person) or contact information, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) will notify the DHS Workfare Administrative Support Section clerk of the change within five (5) working days via email. The DHS Workfare Administrative Support Section clerk will inform, via email, San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) Workfare Coordinator of any change in contact personnel or information, also within five (5) workdays.

TERMINATION OF PARTICIPANT ASSIGNMENT

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) shall notify the Jobs & Employment Training (JET) Desk, in writing, via an Incident Report being attached to the turned in timesheet, in the event a Workfare participant is terminated for cause. The worksite supervisor shall indicate 'T' for Termination on the participant's time sheet. This report shall include the same kind of information that is documented for any San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) employee who is disciplined for cause.

CONFIDENTIALITY OF RECORDS

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) is required to comply with all state, federal, and local laws and regulations governing the confidentiality of public assistance programs, including but not limited to section 10850 of the California Welfare and Institutions Code.

AMENDMENT OR TERMINATION OF AGREEMENT

San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) or the San Francisco Department of Human Services may amend or terminate this agreement for the convenience of either party and without cause at any time by giving thirty (30) days written notice of such amendment or termination.

Additionally, upon the recommendation of Department of Public Health (DPH), and for the reason of serious unabated citation, DHS will stop referring clients to San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) until the DPH is satisfied that such cited conditions have been abated.

Also, the DHS may stop using the services of San Francisco Municipal Transportation Agency (SFMTA), San Francisco Municipal Railway (MUNI) if San Francisco Municipal Transportation

Agency (SFMTA), San Francisco Municipal Railway (MUNI) does not follow the Accrual and Use of Sick Leave procedures, which include but are not limited to participants recording their check-in and check-out times and signing the timesheets themselves on a Workfare assigned daily basis; recording accrued recorded sick leave hours requested; responding to any email or telephone messages from DHS within two work days and turning in timesheets in a timely manner.

REPORTS/CORRESPONDENCE

All reports (e.g., Field Incident Reports, Workers' Compensation reports) and any other written correspondence shall be sent to:

Workfare Administrative Support Section
County Adult Assistance Program

If hand-delivered: 1235 Mission Street, 3rd floor
San Francisco, CA

If mailed: P.O. Box 7988
San Francisco, CA 94120

Time sheets can be faxed to: 415 558-1184 c/o Workfare Administrative Support Section clerk

SIGNATURES:

_____/____/____
Trent Rhorer
Executive Director
Human Services Agency
170 Otis Street
San Francisco, CA 94120
Date

_____/____/____
Dorothy Enisman
Program Director
CAAP Program
1235 Mission Street, 3rd flr
San Francisco, CA 94103
Date

_____/____/____
Nathaniel Ford Sr.
Executive Director/ CEO
San Francisco Municipal Transportation Agency
1 So. Van Ness Ave., 7th Flr.
San Francisco, CA 94103
Date

EXHIBIT A.24

**Memorandum of Understanding for Customer Service Collections and Revenue Control
Equipment Program and Services
Between
Treasurer/Tax Collector
And
The San Francisco Municipal Transportation Agency**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between **Treasurer/Tax Collector** (the "Department"), and the San Francisco Municipal Transportation Agency ("SFMTA"), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **collection for Taxi fee, and sales for Muni passes, prepaid parking meter cards and other transit items, and expenditures associated with the operation of the Revenue Control Equipment Program** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$375,000** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be Pauline Marx. The SFMTA's designated contact person for this MOU shall be Steven Lee, 701-4592. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith

meet with each other to resolve the contested issues. If the project managers from the SFMTA and the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department, whose decision shall be final and binding on both parties.

9. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

10. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

11. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
TREASURER/TAX COLLECTOR

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
Pauline Marx
Executive Director

TREASURER/TAX COLLECTOR MOU – Attachment A

Fiscal Year: 2010-2011
Work Order Amount: (Not to exceed) \$375,000
Requesting Department: Municipal Transportation Authority
Performing Department: Treasurer/Tax Collector

Work Statement:

The work order between the two departments has three parts:

1. Reimbursement for the costs associated with the Taxi Fee collections – taxi cabs and drivers licenses;
2. Reimbursement of costs associated with selling Muni passes, prepaid parking meter cards and other transit items; and
3. Reimbursement for up to \$107,343 in expenditures associated with the operation of the Revenue Control Equipment Program, which enhances the City's collection of parking taxes.

I. Administer complete license program including billing, collecting and processing payments, handling public inquiries and reviewing complaints and disputes, researching and processing transfer and refund requests, balancing and reconciling payments, maintaining files, producing financial and statistical reports, updating and maintaining the associated database. Verify taxi driver's information, annual issuance of identification cards including taking new ID pictures once every three years. Follow up on late license fee payments and reinstatement of revoked licenses.

Cost Recovery - TAXI FEE COLLECTIONS Estimated Costs Not to exceed \$20,000

II. Muni fast passes and other transit tickets are sold at the Treasurer/Tax Collector's Cashiering windows. The Office of the Treasurer & Tax Collector will be reimbursed for the associated costs at a rate of \$2.44 per item sold. The estimate of \$50,000 is based upon sale of 22,131 items for FY 2008-09. TTX will recognize the revenue under index code 085005 sub-object 60165 - Collection Costs.

Transit Sales Cost Recovery (to be billed on a per item basis)
Calculated at \$2.44 per transit item sold with an estimated 22,131 annual ticket sales
Total 2010-2011 estimated admin fees (not to exceed) \$12,000

III. It is also estimated that \$107,476 personnel expenditures will be incurred for the implementation of Revenue Control Equipment Program

Revenue Control Parking Program	
1.0 Fte 4220 Property Auditor	78,204
Fringe Benefits	<u>29,272</u>
Total Annual Personnel Cost	\$107,476
 Total Expected Cost of Programs	 \$282,476
 TOTAL WORKORDER NOT TO EXCEED FUNDING	 \$375,000

EXHIBIT A.25

Memorandum of Understanding for Technology Services Between Department of Technology And The San Francisco Municipal Transportation Agency

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 1st day of July, 2010 (the "Effective Date") by and between **the Department of Technology** (the "Department", or "DT"), and the San Francisco Municipal Transportation Agency ("SFMTA" including Parking and Traffic and Taxi Commission), both agencies of the City and County of San Francisco.

RECITALS

- A. The SFMTA and the Department agree to take the following actions in order for the Department to provide **enterprise-wide technology infrastructure, telephony, SFGTV, information technology pass-through, reproduction and mail services** to the SFMTA.
- B. The purpose of this MOU is to set forth the terms and conditions of the services to be provided by the Department, establish the payment terms and conditions, and provide for review mechanisms for the services provided.
- C. This MOU will continue until terminated by either party as set forth in paragraph 5 below.

THEREFORE, THE SFMTA AND THE DEPARTMENT AGREE AS FOLLOWS:

GENERAL PROVISIONS

1. SFMTA Payments.

The SFMTA shall pay up to **\$6,177,910** to the Department during fiscal year 2010-2011 for the Department's services, as described briefly below and more fully described in Attachment A:

Provide enterprise-wide technology infrastructure up to the customer point of demarcation, telephony, SFGTV, information technology pass-through, reproduction and mail services.

A budget section with all relevant information, such as job classifications, overhead and any other non-labor costs, and subfunds and subobject codes from both departments, shall be included in Attachment A.

The SFMTA will pay the Department only for actual costs as supported by the documentation specified in paragraph 2 below, not for budgeted costs. The SFMTA will only pay the Department after receiving and reviewing that documentation and confirming its accuracy.

2. Department Commitments.

The Department shall provide the services described in paragraph 1 above and Attachment A to the SFMTA.

The Department shall provide the SFMTA with quarterly invoices, in a form agreed to between the parties, no later than 30 days after the close of each fiscal quarter. The quarterly invoices shall include appropriate documentation describing the services rendered under this MOU and the costs and fees associated with those services, including outside vendor costs where appropriate. The SFMTA and the Department shall agree on the form and contents of the documentation and reports; at a minimum, however, the information provided by the Department must enable the SFMTA to verify that the services have been provided and that the costs are billed appropriately. Each invoice shall include a statement, attested by the manager responsible for overseeing the Department's finances, that the invoice includes the information described in the "Recommendations" section of the Controller's April 30, 2010 review of SFMTA work orders and represents the actual scope of work outlined in this MOU to support the City's transportation system.

In the event that invoices for services differ from the services described in this MOU, the Department shall provide written justification to the SFMTA for such differences such as a request from the SFMTA to provide such services, if applicable. Payment for such unauthorized services, unless requested by the SFMTA, shall be solely at the discretion of the SFMTA and shall not be subject to the terms of paragraph 8 below.

3. Annual Updates. The parties agree to execute annual updates, in the form of Attachment A, to reflect changes in payments, services or any of the other terms set forth in this MOU. The Department shall provide a draft annual update to the SFMTA no later than November 30 of the then-current fiscal year for the next fiscal year, and the parties shall agree to the terms of this annual update no later than January 31 for the next fiscal year.

4. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated by either party as set forth in paragraph 5 below.

5. Termination. This MOU may be terminated by either party effective at the end of a fiscal year by giving 180 days prior written notice to the other party (by December 31 of that fiscal year).

6. Amendment. The terms of this MOU may be amended by written agreement executed between both parties.

7. Designated Contact Person. The Department's designated contact person for this MOU shall be **Joe Armenta, PMO Manager, 415-581-4007**. The SFMTA's designated contact person for this MOU shall be **Sonali Bose, CFO, 415-701-4617 or Travis Fox, Acting IT Director, 415-701-5218**. The Department or SFMTA shall notify the other party at least 30 days prior to changing the designated contact person.

8. Escalation: Should the Department's designated contact not be available, or should issue escalation be needed SFMTA may escalate issues to Jeana Pieralde, Business Services Manager, (415) 581-4014. SFMTA shall make all attempts to use their designated contact prior to escalating to the Department's Customer Services management.

After hours escalation or emergency escalation shall be through the Department's **Customer Service Desk (415) 581-7100**.

9. Dispute Resolution. The SFMTA shall have the right to contest the amount, validity or applicability of any quarterly invoice, or request further information, in the case of an incomplete invoice, or any other matter related to this MOU, by notifying the Department in writing within 15 days of receipt of that invoice ("Notice of Contest"). Any such Notice of Contest shall describe in detail the amount(s) being contested or the other matter(s) in dispute and the reasons for such contest. Upon receipt of the Notice of Contest from the SFMTA, the appropriate project managers from the Department and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project manager from the SFMTA and the Project Managers or Customer Services Management for the Department are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officers of the SFMTA and the Department of Technology, whose collective decision shall be final and binding on both parties.

10. Entire Agreement. This agreement sets forth the entire agreement between the SFMTA and the Department and supersedes all other prior written or oral provisions.

11. Governing Law. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

12. Severability. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:
DEPARTMENT OF TECHNOLOGY

By: _____
NATHANIEL P. FORD SR.
Executive Director/CEO

By: _____
JON WALTON
DEPUTY CIO

Department of Technology MOU—Attachment A

Fiscal year:	2010-11
Total MOU Amount:	\$6,177,910
Requesting Department:	SFMTA
Department Fund:	
Object:	081
Performing Department:	Department of Technology
Program:	N/A
Department Fund:	N/A

FY11 Budget Summary:

Sub-object	Sub-object Description	Amount
081CI	Citywide Enterprise Allocation	\$3,941,532
081C5	Pass-thru	\$36,151
081ET	Telephone Billing	\$1,640,496
081PM	Reproduction & Mail Services - Mail	\$404,713
081PR	Reproduction & Mail Services - Reproduction	\$104,000
081CW	SFGTV Services	\$51,018
Total FY11 Budget		\$6,177,910

Description of Services:

Enterprise Technology Infrastructure Services

For enterprise-wide services, such as E-mail and WAN, costs are allocated to all departments using commonly accepted bases, such as budgeted full-time equivalent (FTE) positions or email accounts.

These costs are billed monthly based on budgeted amounts through a work order established in sub-object 081CI. The following is a table of the allocated budget by functional area:

Functional Area	Budget
Alarm Monitoring	Flat Rate
Applications	FTE
COIT (Committee on Info & Technology)	FTE
Communications	Radios / Direct Charge
Consulting	Workload Estimate
Customer Relationship Management	FTE
Database Administration (DBA)	Subscription
E-mail	Email
E-Services	FTE
Fiber WAN	Email

Functional Area	Budget
Geographic Information System (GIS)	FTE
Infrastructure	FTE/Subscription
Mainframe	FTE
Network Planning	Email
Telecommunications	Phone Extension
WAN	Email

Custom Services

Telephony Services

In addition to dial tone, the following services are provided.

Service	Description
Telephone equipment support	Installation, maintenance & repair.
Telephone PBX	Feature administration & programming.
Voice mail	Assistance & support.
Consulting	Estimate new wiring projects. Evaluate and installs new software and peripheral equipment for Customers. Consulting for wiring projects and system upgrades. Develops requirements for applications, application programming. Determines purchasing, installation and implementation costs associated with Customer needs. Designs new systems, programs existing systems, and performs systems integration. Voice-Over IP consulting and implementation.

SFGTV Services

Service	Description
Video Production	From initial conception to complete program delivery, provides story development, script writing, hire talent when necessary, video recording in the studio or on location.
Post Production	Services include video editing; add special effects, audio editing and mixing, and adding music sound tracks.
Graphic design/animation for video	Create original graphics or animation design package or element for video programs including titles, overlays, logo and credits.

Service	Description
Video streaming for LIVE webcast, VOD, and video hosting	Provides turn-key video streaming for LIVE webcast, encode video programs and meetings for archive (Video on Demand) viewing and video hosting using Windows Media and MS SilverLight streaming format.
On-line training	Produce video training programs that can be view anytime on-line. This service combines training materials that are synchronized with the video to provide a complete training course.
DVD Authoring	Create DVD with graphics play menu, chapters, package and label designs.
Video Duplication	Duplicate DVD video including DVD printing, packaging and labels. Make meeting programs and video.
Close caption	Add close caption text to video programs.
Meeting Coverage / Event Coverage in City Hall	Video coverage for events and meetings held in the City Hall hearing rooms equipped with robotic video cameras in rooms 250, 263, 400 and 416.
Off site Meeting Coverage / Event Coverage	Meetings and events held outside of City Hall can be video taped with remote field camera package and air on SFGTV and video stream online.
Live and/or delayed cable cast	Video programs produced for city department can be air on SFGTV, cable 26 and SFGTV2, cable 78 in San Francisco.

Information Technology Pass-Through Services

Department	FY11Proj	Template Description	FY11 Amount
MTA - MUNICIPAL RAILWAY #1	735ITS	Oracle Citywide Licenses	28,875
MTA - MUNICIPAL RAILWAY #2	735ITS	Apple Mac Maintenance	2,800
MTA - PARKING AND TRAFFIC	157ITS	Oracle Citywide Licenses	4,476
TOTAL			36,151

Reproduction and Mail Services

Reproduction and Mail services (ReproMail) is the central document design, publishing and mailing facility for the departments of City and County of San Francisco. Services include:

Service	Description
Graphics	Provides complete print design solutions, from concept to publication, for all City and County of San Francisco Departments. Design services include: identity, advertising, signage, and custom reports.
Reproduction Services	Provides high-volume black and white and color printing with environmentally friendly output options. Publications include but are not limited to: variable data printing, business cards, postcard, forms, brochures, reports, books, newsletters, posters, and signage.
Mail Services	Provides high-volume automated mail processing utilizing the latest technology to gain the maximum savings for U.S.P.S Mail.
Inter-Office	Provide U.S.P.S and inter office pickup and delivery.

Billing:

The Department of Technology will bill SFMTA on a monthly basis, and billing information will be made available to the SFMTA through the Department of Technology CIMS billing application, which is a web-based application that has been made available to the SFMTA. With the exception of the 081CI sub-object, all sub-objects identified in the budget will be billed as actual costs are incurred. 081CI is the City Wide IT Enterprise Allocation which is billed 1/12 each month and are costs that cover the City-wide IT operations and functions such as E-mail, networks and is discussed in more detail in the Description of Services section.