

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Taxis and Accessible Services

**BRIEF DESCRIPTION:**

Requesting the Board to authorize the Director of Transportation to execute a Memorandum of Understanding between the San Francisco Airport Commission and the San Francisco Municipal Transportation Agency providing for the payment of \$927, 274 to share the cost of implementing a new shared Ground Transportation Management System.

**SUMMARY:**

- The Airport Commission has exclusive authority over the use and control of all property at the San Francisco International Airport (Airport) and authorizes San Francisco taxicabs to pick up at the Airport.
- The Airport’s Ground Transportation Unit is responsible for taxicab inspection. These inspections include taxi vehicles entering service, vehicles changing companies, as well as annual and semi-annual inspections as required by the Transportation Code.
- The SFMTA is responsible for regulation of the San Francisco taxi industry to protect safety and service quality. This includes qualifying and licensing permit holders, monitoring regulatory compliance and administering discipline for regulatory violations.
- Currently, San Francisco taxi drivers who pick up passengers at the Airport must have a valid taxi driver “A-Card” permit issued by the SFMTA, as well as a separate “smart card” issued by the Airport that allows drivers to pay the \$4 trip fee for usage of the airport taxi staging lot.
- The Airport entered into a contract with TransCore to replace its current taxi management system with a new Ground Transportation Management System (GTMS) at a cost of \$8.2 million. This system includes an integrated A-Card/Smart Card for taxi drivers that both the Airport and the SFMTA can use to provide field enforcement staff access to driver disciplinary and fee payment status.
- The new GTMS system will also benefit the SFMTA by providing the equipment and software necessary to produce a combined A-Card/Smart card that can provide both agencies with access to driver data, as well as making permit renewal, fee payment and loading value on Airport smart cards more convenient for drivers.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Memorandum of Understanding

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_

11/13/13

SECRETARY \_\_\_\_\_

11/13/13

**ASSIGNED SFMTAB CALENDAR DATE:** November 19, 2013

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### **PURPOSE**

Requesting the Board to authorize the Director of Transportation to execute a Memorandum of Understanding between the San Francisco Airport Commission and the San Francisco Municipal Transportation Agency providing for the payment of \$927, 274 to share the cost of implementing a Ground Transportation Management System.

### **GOAL**

Goal 1: Create a safer transportation experience for everyone.

Objective 1.1: Improve security for transportation system users.

Objective 1.3: Improve the safety of the transportation system.

Goal 3: Improve the environment and quality of life in San Francisco.

Objective 3.4: Deliver services efficiently.

Goal 4: Create a workplace that delivers outstanding service.

Objective 4.4: Improve relationships and partnerships with our stakeholders.

### **DESCRIPTION**

The Airport Commission has exclusive authority over the use and control of all property within the boundaries of the San Francisco International Airport (Airport) and authorizes San Francisco taxicabs to pick up at the Airport subject to Airport rules and regulations. The Airport makes several lots available for staging up to 325 taxicabs waiting to service travelers departing from the Airport. The Airport also regulates limousines, airport shuttles, and all other for-hire vehicles that use Airport property.

The Airport's Ground Transportation Unit is the entity responsible for inspection of the entire fleet of taxicabs and other commercial surface vehicles that pick up passengers at the Airport. For taxicabs, these inspections include vehicles entering service, vehicles changing companies, as well as annual and semi-annual inspections as required by the Transportation Code.

All San Francisco taxi drivers must have a valid taxi driver permit, or "A-Card" issued by the SFMTA. Any taxi driver who picks up passengers at the Airport must also have a separate "smart card" issued by the Airport that allows drivers to pay the \$4 fee each time a taxi picks up at the Airport.

Today, functions such as vehicle tracking, monitoring the disciplinary history of drivers, and vehicle inspections that affect both the SFMTA and SFO are handled separately by each agency. The technology system currently used for ground transportation regulation by the Airport is outdated. Since 2010, the Airport has been working toward updating its system. Because taxis would be significantly affected by these changes, the SFMTA has been assisting with the design of a new taxi management system that will be part of the larger ground transportation management infrastructure being built by the Airport.

The Airport entered into a contract in August, 2012 with TransCore LP to design and build an integrated Taxi Management/Ground Transportation Management System at a cost of \$8.2 million. Because the SFMTA will have access to and benefit from the taxi management component of the new system, the SFMTA has discussed sharing a portion of the cost of the design and implementation of the system.

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The system costs will include all the hardware software and five years of maintenance needed to create a modernized system for the issuance and renewal of the new “Smart A-Cards.”

The new GTMS will include features that benefit both the Airport and the SFMTA, as follows:

*A-Card/ Smart Card integration:* The GTMS will provide the SMFTA with the equipment and software necessary to issue a driver permit/A-Card that is combined with the Airport Smart Card into one all-purpose “Smart A-Card.” The integration of these two cards will reduce the administrative burden of Taxi Services staff by allowing drivers to renew their permits online, or at the airport. Currently drivers can only renew their A-Cards at One South Van Ness.

*Immediate Access to Electronic Vehicle Inspection Records:* San Francisco Airport’s Ground Transportation Unit (GTU) conducts inspections for all taxi vehicles that service San Francisco. All taxi vehicles are inspected annually, and vehicles that are used as spare vehicles or that have exceeded 200,000 miles are inspected semi-annually. In addition, inspections are conducted when a new vehicle enters into service as a taxicab, and when a medallion or vehicle moves between companies. SFMTA staff sends the GTU information on taxi vehicle changes daily by fax. Upon receipt of this information the GTU schedules and conducts inspections of these vehicles and faxes back its approval. Vehicle inspection records are not kept electronically, and the SFMTA does not have easy access to vehicle inspection histories, such as when or how many times a vehicle has failed inspection. The new GTMS system will give the SFMTA access to this information remotely, electronically, and in real-time. The SFMTA can use this information for various regulatory purposes. For example, this data would allow the SFMTA to determine whether the vehicles of a particular color scheme consistently fail inspections, and it will make vehicle inspection data available to Taxi Investigators in the field.

*Integration:* The GTMS system will be built to allow integration with other technologies that will expand the regulatory capacity of SFMTA Taxi Services. A separate item requests authorization for the SFMTA to enter into a license for RideIntegrity Software. The scope of work for that contract includes supporting integration with the GTMS system. It is anticipated that the SFMTA would maintain permit holder information primarily in the RideIntegrity database, which would then be integrated with the Airport GTMS system. Both Airport and SFMTA Taxi Investigators would have real-time access to all data needed to carry out their regulatory functions.

The SFMTA’s share of the design, hardware and software, warranty, maintenance, project management and administrative costs relating to the taxi management component of the new GTMS system has been calculated as follows:

System Design	\$218,923
Implementation and Warranty	\$301,338
Hardware for Workstation, Smart Card Reader and Cameras	\$8,338
Maintenance Years 2-6	\$168,570

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Project Management/Administrative Costs	\$97,624
Interface with SFMTA Data	\$102,481
Hand-Held Readers	\$30,000
Total	\$927,274

Because of the value to the SFMTA offered by the Airport GTMS system, staff proposes that the SFMTA enter into the Memorandum of Understanding with the Airport for the modernization of an antiquated and inefficient taxi management system.

**ALTERNATIVES CONSIDERED**

Without the combination of the taxi driver permit with the Airport smart card, taxi drivers will continue to use different cards for each agency, and the fraudulent use of smart cards by unauthorized drivers will not be addressed. Taxi drivers will not be able to renew their A-Cards at the Airport or on-line unless the SFMTA separately develops this capacity. Further, it would prevent SFMTA's access to electronic vehicle inspection data in real time.

**FUNDING IMPACT**

The new Taxi Management System will cost the SFMTA \$927,274, which would be paid out of the operating budget.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

None.

**RECOMMENDATION**

Staff recommends that the Board authorize the Director of Transportation to execute a Memorandum of Understanding between the San Francisco Airport Commission and the San Francisco Municipal Transportation Agency providing for the payment of \$927, 274 to share the cost of implementing a Ground Transportation Management System.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, The Airport Commission has exclusive authority over the use and control of all property within the boundaries of the San Francisco International Airport (Airport) and authorizes San Francisco taxicabs to pick up at the Airport subject to Airport rules and regulations; and

WHEREAS, The Airport's Ground Transportation Unit is the entity responsible for inspection of the entire fleet of taxicabs and other commercial surface vehicles that pick up passengers at the Airport; and

WHEREAS, Currently, San Francisco taxi drivers who pick up passengers at the Airport must have a valid taxi driver permit, or "A-Card" issued by the SFMTA and

WHEREAS, Any taxi driver who picks up at the Airport must also have a "smart card" issued by the Airport that allows drivers to pay fees for picking up at the Airport; and

WHEREAS, The Airport has entered into a contract with TransCore LP for \$8.2 million to replace its current taxi management system with a new Ground Transportation Management System (GTMS) that includes an integrated A-Card/Smart Card for taxi drivers; and

WHEREAS, The new GTMS system will benefit the SFMTA by providing Taxi Services with the equipment and software necessary to produce a "smart" driver permit/A-Card that can provide both agencies with access to driver data for field enforcement purposes, as well as making permit renewal, fee payment, and loading value on Airport smart cards more convenient for drivers; and

WHEREAS, Due to the benefits to the SFMTA that will be offered by the new GTMS system, SFMTA staff requests authorization for the Director of Transportation to enter into a Memorandum of Understanding with the Airport Commission providing for the payment of \$927,274 to share the cost of implementing the GTMS System; now therefore, be it

RESOLVED, That the Board of Directors authorizes the Director of Transportation to execute a Memorandum of Understanding between the San Francisco Airport Commission and the San Francisco Municipal Transportation Agency for the design and implementation of a shared Taxi Management System and providing payment in the amount of \$927,274 to share the cost of implementing the GTMS System.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 19, 2013.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SAN FRANCISCO AIRPORT COMMISSION  
AND THE  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

This Memorandum of Understanding (“MOU”) is entered into as of November \_\_, 2013 by John L. Martin, Airport Director, for the Airport Commission (“Commission” or “Airport”) of the City and County of San Francisco (“City”) and Edward D. Reiskin, Director of the San Francisco Municipal Transportation Agency (“SFMTA”) to memorialize the agreement between the Commission and the SFMTA for the design and implementation of a shared Taxi Management System (“TMS”).

**RECITALS**

This MOU is entered into with reference to the following facts and circumstances:

- A. In accordance with Section 4.115 of the City Charter, the Commission has charge of the construction, management, supervision, maintenance, extension, operation, use and control of all property and assets located at the San Francisco International Airport (“Airport”).
- B. Consistent with San Francisco Charter Section 8A.101(b), the SFMTA regulates the taxi industry in the City and County of San Francisco. To operate a taxi in the City of San Francisco, a driver must be approved by the SFMTA by fulfilling the necessary requirements that include, but are not limited to a driver application, attendance and passing taxi school, obtaining a ten (10) year printout of the driver’s record from the Department of Motor Vehicles, and submitting to a fingerprint and background check. If approved, the SFMTA then issues a permit, called an “A-Card.” Drivers are required to pay an initial and subsequent annual fee in order to maintain registration.
- C. Authorized San Francisco Taxi drivers wishing to pick up passengers at the Airport must have a valid “A-Card” issued by the SFMTA and are required to pay the appropriate trip fee, as defined by the Airport Commission. Fees are electronically collected using a Smart Card.
- D. In the current configuration, taxi drivers carry an A-Card issued by the SFMTA and a Smart Card issued by the Airport. Each agency separately tracks taxis. The Airport and SFMTA wish to integrate the A-Card and Smart Card systems in a new, comprehensive Taxi Management System (“TMS”), allowing both agencies to perform real-time vehicle tracking and fee collection.
- E. The Airport’s current TMS is outdated, and both parties acknowledge that real-time management of taxis in the City and at the Airport is required to properly regulate the taxi industry and maintain vehicle safety.
- F. The Airport also tracks buses, limousines and shared ride vehicles through its Ground Transportation Management System (“GTMS”), which is also in the process of being improved. The Airport entered into a contract dated August 28, 2012 -- Contract No. 8841R --with TransCore LP (“Vendor”) to design and build an integrated TMS/GTMS at the Airport for \$8.2 million. Given that the SFMTA will have access to and benefit from the TMS component of the new TMS/GTMS, the SFMTA has agreed to share a portion of the cost of the design and implementation of the system.

- G. The use of Airport revenues are subject to the provisions of Federal laws and regulations, and certain contractual requirements, including (1) the Federal Aviation Administration's Final Policy and Procedures Concerning the Use of Airport Revenue, and (2) the 2011 Lease and Use Agreement between the Airport and a majority of the airlines serving the Airport.

NOW, THEREFORE, the Commission and the SFMTA agree as follows:

## **AGREEMENT**

### **I. DEFINITIONS**

For the purposes of this Agreement the term "TMS/GTMS" shall mean all hardware, software and services to be provided by the Airport's Vendor pursuant to the Contract No. 8841R.

### **II. SERVICES PROVIDED BY THE AIRPORT**

As part of the updated TMS/GTMS, the Airport shall:

Require that taxi companies install TransCore tamper-proof transponders in taxis,

Install cameras and readers on Airport premises to track the movement of taxis,

Provide to SFMTA all infrastructure, including all hardware and software, necessary for the issuance of consolidated A-Cards and Smart Cards to drivers who have valid SFMTA A-Cards and whose payments are current with both SFMTA and the Airport,

Purchase and provide initial card stock to SFMTA sufficient to allow issuance of a consolidated A-Card and Smart Card to each taxi driver licensed by the SFMTA,

Provide SFMTA with electronic access to the updated TMS/GTMS during the term of this MOU, enabling SFMTA to:

*Review vehicle safety inspection reports,*

*Monitor taxi vehicle movement to the extent allowed by the GTMS/TMS system,*

*Process electronic payments from taxi drivers through both a web-based system and Add Value Machines at the Airport, and*

*Generate reports of vehicle and driver data.*

Provide SFMTA with an Application Programming Interface (API) as described in change notice CN 019\_20130917 to Contract No. 8841R that shall synchronize data between the GTMS and SFMTA's taxi management software, including but not limited to FTI RideIntegrity. Security protocols and final design of the API will be defined by mutual agreement between the SFMTA and the Airport during implementation of the TMS/GTMS.

### III. OWNERSHIP, CONTROL AND MAINTENANCE OF TMS/GTMS SYSTEM

The parties agree that the Commission will retain full ownership and control of the new TMS/GTMS system and the consolidated A-Cards and Smart Cards, subject to the SFMTA's exclusive regulatory authority to grant, deny or suspend and A-Card permit, and that SFMTA's payments under this MOU are reimbursement for the services described above provided by the Airport to SFMTA, and for access to certain components of TMS/GTMS during the term of this MOU.

The Commission shall be solely responsible for repairing and maintaining the TMS/GTMS system, including the Airport Add Value Machines, in good, secure and safe operating condition, and SFMTA shall have no duty whatsoever for any maintenance or repair of the TMS/GTMS system. The Commission shall provide for the security, power, monitoring and access control to the system.

### IV. EXERCISE OF DUE CARE

SFMTA shall use, and shall cause its agents to use due care at all times to avoid any damage or harm to Airport facilities and the TMS/GTMS system. Airport is providing SFMTA with certain software and content owned by Airport. This Agreement is for limited, non-commercial end-user rights only. SFMTA's end-user rights shall terminate if, upon notice from Airport of SFMTA's failure to comply with any provision of this Agreement, SFMTA does not cure such failure within ten days of the notice. SFMTA may install and use the software on any SFMTA TMS/GMS hand-held device and/or computer. Airport grants SFMTA no other rights or licenses, whether express or implied. SFMTA may not transfer, distribute, modify, translate, sell, sublicense, rent, lease, reverse engineer or otherwise attempt to discover the source code or make derivative works of the Software.

### V. EFFECTIVE DATE AND TERMINATION

This MOU shall be effective upon the date that it is fully executed by the parties.

- A. **Termination for Convenience.** Either party may terminate this Agreement for convenience and without cause at any time by giving the other party thirty (30) days written notice of such termination. In the event of such termination, the Airport will be paid for goods delivered and services performed, pursuant to this Agreement, to the satisfaction of the SFMTA up to the date of termination.
- B. **Obligations upon Termination.** Upon termination of this Agreement, the Airport will submit an invoice to the SFMTA for an amount that represents the value of its work or services actually performed prior to the effective date of termination for which the Airport has not previously been compensated.

### VI. COSTS

The SFMTA's share of the design, hardware and software, warranty, maintenance, project management and administrative costs relating to the TMS component of the new TMS/GTMS system is as follows:

System design	\$218,923
Implementation & warranty	301,338
Hardware for workstation, smart card reader and cameras	8,338



Maintenance years 2-6	168,570
Project Management/Administrative Cost	97,624
Interface with SFMTA Data	102,481
Hand-held readers	<u>30,000</u>
TOTAL	\$927,274

## **VII. DOCUMENTATION**

As the party contracting with the Vendor, the Airport shall pay the Vendor's invoices in accordance with the Vendor's contract. SFMTA shall make the following payments to the Airport: (1) \$328,112 (including 50% of project management fees) upon confirmed delivery of full system design documentation; (2) \$328,111 (including 50% of project management fees) upon confirmed delivery of fully functional TMS software; (3) \$102,481 upon delivery of the fully functional interface for SFMTA data; and (4) five annual payments of \$33,714, for maintenance during years 2-6, with the first payment due 12 months after delivery of fully functional TMS software. The Airport shall send a reimbursement invoice to SFMTA upon the due date of each payment, and the SFMTA agrees to pay such invoices within 30 days of receipt.

## **VIII. CHANGE IN PROJECT COSTS / BUDGET SHORTFALLS**

SFMTA agrees to pay for any modification to the contract that is requested by SFMTA and provides additional services to the SFMTA, if such services are not covered in the original contract with the Vendor. This includes any additional Smart Cards after the initial Smart Cards have been dispensed.

## **IX. DISPUTE RESOLUTIONS PROCEDURE**

If the parties have a dispute regarding the implementation of this MOU, SFMTA Taxi Services will attempt to resolve it with Abubaker Azam, the Airport's Assistant Deputy Director of Operations. If the parties are unable to reach agreement, the dispute will be resolved with the Finance Directors of the Airport and the SFMTA. If the Finance Directors are unable to resolve the dispute, they will meet with the Deputy City Controller to finally resolve the matter.

## **X. AMENDMENTS**

Any changes or amendments to this MOU shall be in writing signed by both parties.

## **XI. CHANGES TO AIRPORT / "AS-IS" CONDITION**

SFMTA acknowledges and agrees that: (a) the Commission shall have the right at all times to change, alter, expand, and contract the Airport or any portion thereof, and (b) the Commission has made no representations, warranties, or covenants to SFMTA regarding the design, construction or functionality of the TMS/GTMS system, including without limitation, the suitability of the TMS/GTMS system for SFMTA's proposed use. Without limiting the generality of the foregoing, SFMTA and Airport acknowledge and agree that the Airport: (i) is currently undergoing, and may from time to time hereafter undergo construction that may affect the TMS/GTMS system; (ii) may from time to time adopt regulations, or be subject to regulations, relating to security and other operational concerns that may affect SFMTA's access to the TMS/GTMS system; (iii) will, as early as reasonable possible, and prior to undergoing construction that may affect the TMS/GTMS system, prior to adopting regulations that may affect

SFMTA's access to the TMS/GTMS system, and prior to becoming subject to any such regulations, provide notice to SFMTA of such impending construction or regulations; (iv) will negotiate with SFMTA to devise alternatives to such regulations or changes to the planned Airport construction that will eliminate or minimize any impact on SFMTA's access to or use of the TMS/GTMS system: and (v) will use its best efforts to implement any such alternatives or changes.

**XII. DAMAGES**

It is the understanding of the parties that the Commission shall not expend any funds due to or in connection with SFMTA's use of the TMS/GTMS system, except as otherwise set forth herein. Therefore, SFMTA agrees to be responsible for all costs associated with all claims, damages, liabilities or losses which arise out of SFMTA's use of and access to the TMS/GTMS system.

**XIII. SURRENDER / CESSATION OF USE**

Upon the termination of this MOU, SFMTA shall surrender any and all passwords, manuals and hardware associated with the TMS/GTMS system in the same condition as received, ordinary wear and tear excepted. At such time, SFMTA shall cease to use the TMS/GTMS system.

This MOU has been entered into in duplicate on the date(s) below.

**FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

**FOR THE SAN FRANCISCO AIRPORT COMMISSION**

\_\_\_\_\_  
John L. Martin  
Airport Director  
San Francisco Airport Commission

**MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS**

Resolution No: \_\_\_\_\_

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

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