

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

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Streets

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to approve Contract Amendment No. 2 to each of the following contracts to extend the contract terms by 11 months through June 30, 2023, increase the contract amounts as specified below, and continue with scope of the contracts for the San Francisco Safe Routes to School program: SFMTA 2019-40-FHWA with the San Francisco Bicycle Coalition to increase from \$846,689 to an amount not to exceed \$1,112,056; SFMTA 2019-41-FHWA with Tenderloin Community Benefit District to increase from \$330,600 to an amount not to exceed \$396,868; SFMTA 2019-42-FHWA with Walk San Francisco Foundation to increase from \$717,811 to an amount not to exceed \$872,756; and SFMTA 2019-43-FHWA with the YMCA of San Francisco to increase from \$728,967 to an amount not to exceed \$909,310.

**SUMMARY:**

- In 2019, administration of the San Francisco Safe Routes To School program (SF-SRTS) transitioned from the San Francisco Department of Public Health to the SFMTA, with funding and contracts in place through August 2021.
- In September 2021, funding was secured through the Metropolitan Transportation Commission's Safe & Seamless Mobility Quick-Strike program ("Quick-Strike"), to continue the program for 15 months, and the parties amended the four existing contracts to extend them through July 2022, for a total term of two years and 11 months.
- In May 2022, the San Francisco County Transportation Authority (SFCTA) Board adopted the One Bay Area Grant (OBAG) Cycle 3 county framework and recommend programming \$7,082,400 of San Francisco's share of OBAG funds to SF-SRTS.
- The current amendments (No. 2), would extend the contracts an additional 11 months, for a total term of three years and ten months, ending on June 30, 2023.
- The proposed additional contract funding would allow work on already-scoped program activities to continue and be completed through the end of June 2023.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Contract No. SFMTA-2019-40-FHWA, Amendment No. 2
3. Contract No. SFMTA-2019-41-FHWA, Amendment No. 2
4. Contract No. SFMTA-2019-42-FHWA, Amendment No. 2
5. Contract No. SFMTA-2019-43-FHWA, Amendment No. 2

**APPROVALS:**

DIRECTOR



SECRETARY



**DATE**

July 12, 2022

July 12, 2022

**ASSIGNED SFMTAB CALENDAR DATE:** July 19, 2022

**PAGE 2.**

## **PURPOSE**

Authorizing the Director of Transportation to approve Contract Amendment No. 2 to each of the following contracts to extend the contract terms by 11 months through June 30, 2023, increase the contract amounts as specified below, and continue with scope of the contracts for the San Francisco Safe Routes to School program: SFMTA 2019-40-FHWA with the San Francisco Bicycle Coalition to increase from \$846,689 to an amount not to exceed \$1,112,056; SFMTA 2019-41-FHWA with Tenderloin Community Benefit District to increase from \$330,600 to an amount not to exceed \$396,868; SFMTA 2019-42-FHWA with Walk San Francisco Foundation to increase from \$717,811 to an amount not to exceed \$872,756; and SFMTA 2019-43-FHWA with the YMCA of San Francisco to increase from \$728,967 to an amount not to exceed \$909,310.

## **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

The SF-SRTS contracts support the following Strategic Plan goals:

- Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized communities
- Goal 4: Make streets safer for everyone
- Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking and bicycling
- Goal 7: Build stronger relationships with stakeholders

The SF-SRTS contracts support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
6. Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking.
9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

SF-SRTS supports these goals and policy principles through providing education, encouragement, and direct support to San Francisco students and their families in choosing walking, bicycling, carpooling, and transit for trips to and from school.

## **DESCRIPTION**

The SF-SRTS program is a partnership among three City agencies, four non-profit contractors, and the San Francisco Unified School District (SFUSD). The partnership provides mode shift education, encouragement, and support to SFUSD's K-12 public non-charter schools, to fulfill the following goals:

- Reduce single-family vehicle trips from 48% in 2018 to 30% by 2030.
- Reduce school-related collisions by 50% from an annual average of two severe and 32 total injury collisions per year, aligned with the City's Vision Zero initiative to eliminate all traffic deaths in San Francisco.

Administration of SF-SRTS transitioned from the San Francisco Department of Public Health to the SFMTA in 2019, with funding and contracts in place through August 2021.

In this period, SF-SRTS expanded from serving 27 elementary schools to reaching 103 elementary, middle, and high schools with on-site outreach and education. Students and school communities were supported in walking, biking, and transit use through a variety of district-wide, neighborhood, and school-specific events and activities.

Key program activities included:

- Annual Walk & Roll to School Day
- Annual Bike & Roll to School Day
- In-school Bicycle PE classes
- Learn-to-Ride drop-in bicycle classes
- Staff-led Walking School Buses
- Increased coordination with related SFMTA teams and programs, including
  - Crossing guards
  - Engineering at and near schools
  - Muni Transportation Ambassadors Program
  - Free Muni for Youth
  - Tripper Buses serving middle and high schools
  - Youth Transportation Advisory Board

Starting in March 2020 when shelter-in-place orders halted in-person learning, the SF-SRTS partnership developed or modified a variety of program activities to continue serving students and families, such as the following:

- Walk & Roll Week with transportation activities to complete from home
- Bike & Roll Week with transportation activities to complete from home
- Remotely taught bicycle PE classes
- Learn-to-Ride bicycle classes with limited class sizes

## PAGE 4.

- Webinars on bicycling with children, walking school buses, and personal safety
- Printable resources on walking, biking, and carpooling
- Coordination with the Department of Children, Youth & their Families (DCYF) to serve students attending in-person instruction through the Community Hub Initiative<sup>1</sup>

In September 2021, funding was secured through the Metropolitan Transportation Commission's Safe & Seamless Mobility Quick-Strike program (Quick-Strike) to continue the program for 15 additional months, to serve 75 elementary, middle, and high schools, and the four existing contracts with non-profit partners were extended through July 2022, a total term of two years and eleven months from the beginning of the contracts in September 2019.

On May 24, 2022, the San Francisco County Transportation Authority (SFCTA) Board gave final approval to adopt the One Bay Area Grant (OBAG) Cycle 3 county framework and recommend programming \$7,082,400 of San Francisco's share of OBAG funds to the San Francisco Municipal Transportation Agency's Safe Routes to School Non-Infrastructure Program. This will fund the program for an additional four years.

Board approval is sought to further extend the existing contracts through June 30, 2023, for a total term of three years and ten months, to allow continuation of already scoped activities through the 2022-23 school year without interruption using Quick-Strike and OBAG funding.

## STAKEHOLDER ENGAGEMENT

This extension of funding and time is to allow continuation of already-approved contract activities, so no new stakeholder engagement was sought.

## ALTERNATIVES CONSIDERED

The alternatives considered to meet program needs were to provide services in-house, rebid or extend existing contracts.

Current staff do not have sufficient time available or the range of expertise necessary to complete all contracted work, and new staff cannot be hired to provide services in-house because the newly created positions would only be needed for 11 months. In addition, due to the amount of time a hiring process takes, the current contracts would expire and the program would have a lapse of service before new staff could be hired.

A rebidding process has been initiated but will not be able to be completed before the current contract end date of July 2022, resulting in a lapse of vital program services.

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<sup>1</sup> DCYF and the SF Recreation and Parks Department, in partnership with community-based agencies and other City departments, such as the SFMTA, have implemented the **Community Hub Initiative**, a Citywide, neighborhood-based strategy to support children, youth, and families during the school year. Community Hubs provide support for students in grades K-12 who are utilizing SFUSD's Distance Learning Curriculum, and prioritize children and youth with high levels of need.

## **PAGE 5.**

For these reasons, staff considers that extending existing contracts by 11 months is the best way to proceed.

### **FUNDING IMPACT**

A grant of \$2.1 million of Federal Highway Administration (FHWA) funds, programmed through the Metropolitan Transportation Commission's Safe & Seamless Mobility Quick-Strike program (Quick-Strike), will fund the SF-SRTS program through November 30, 2022. On May 18, 2021, the SFMTA Board adopted Resolution No. 210518-069, a Resolution of Local Support required by MTC to receive these Quick-Strike grant funds.

A grant of \$7,082,400 of federal (FHWA) funds through the One Bay Area Grant (OBAG) Cycle 3 and \$1,917,600 of local funds will fund the SF-SRTS program starting December 1, 2022. On May 24, 2022, the SFCTA Board adopted Resolution No. 22-51, affirming Final Approval for adoption of the OBAG Cycle 3 county framework and recommending programming \$7,082,400 of San Francisco's share of OBAG funds to the San Francisco Municipal Transportation Agency's Safe Routes to School Non-Infrastructure Program.

Contract amounts will be increased as described below:

- SFMTA 2019-40-FHWA with the San Francisco Bicycle Coalition to increase from \$846,689 to an amount not to exceed \$1,112,056;
- SFMTA 2019-41-FHWA with Tenderloin Community Benefit District to increase from \$330,600 to an amount not to exceed \$396,868;
- SFMTA 2019-42-FHWA with Walk San Francisco Foundation to increase from \$717,811 to an amount not to exceed \$872,756; and
- SFMTA 2019-43-FHWA with the YMCA of San Francisco to increase from \$728,967 to an amount not to exceed \$909,310.

### **ENVIRONMENTAL REVIEW**

On July 7, 2022, the SFMTA, under authority delegated by the San Francisco Planning Department, determined that the proposed contract amendments are not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney has reviewed this report.

### **RECOMMENDATION**

**PAGE 6.**

Staff recommends that the SFMTA Board authorize the Director of Transportation to approve Contract Amendment No. 2 to each of the following contracts to extend the contract terms by 11 months through June 30, 2023, increase the contract amounts as specified below, and continue with scope of the contracts for the San Francisco Safe Routes to School program: SFMTA 2019-40-FHWA with the San Francisco Bicycle Coalition to increase from \$846,689 to an amount not to exceed \$1,112,056; SFMTA 2019-41-FHWA with Tenderloin Community Benefit District to increase from \$330,600 to an amount not to exceed \$396,868; SFMTA 2019-42-FHWA with Walk San Francisco Foundation to increase from \$717,811 to an amount not to exceed \$872,756; and SFMTA 2019-43-FHWA with the YMCA of San Francisco to increase from \$728,967 to an amount not to exceed \$909,310.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, In 2019 the SFMTA took on administration of the San Francisco Safe Routes to School (SF-SRTS) program from the Department of Public Health; and,

WHEREAS, Effective September 1, 2019, the SFMTA contracted with the San Francisco Bicycle Coalition, the North of Market Tenderloin Community Benefit District, the Walk San Francisco Foundation, and the YMCA of San Francisco (SF-SRTS Partners) to provide program services; and,

WHEREAS, Through the contracts with the SF-SRTS Partners, students and school communities are supported in walking, biking, and transit use through a variety of district-wide, neighborhood, and school-specific events and activities; and,

WHEREAS, The current contracts with the SF-SRTS Partners expire July 31, 2022; and,

WHEREAS, The SFMTA proposes contract term extensions of 11 months each (through June 30, 2023) for the contracts with the SF-SRTS Partners; the proposed contract extensions will allow continued delivery of scoped activities through the 2022-23 school year; and,

WHEREAS, The SFMTA has initiated a rebidding process to secure competitively selected contracts after the 2022-23 school year; and,

WHEREAS, On July 7, 2022, the SFMTA, under authority delegated by the Planning Department, determined that the Extensions of Contracts No. SFMTA 2019-40, SFMTA 2019-41, SFMTA 2019-42 and SFMTA 2019-43 are not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, Copies of the CEQA determination for each contract are on file with the Secretary to the SFMTA Board of Directors and incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to approve Contract Amendment No. 2 to each of the following contracts to extend the contract terms by 11 months through June 30, 2023, increase the contract amounts as specified below, and continue with scope of the contracts for the San Francisco Safe Routes to School program: SFMTA 2019-40-FHWA with the San Francisco Bicycle Coalition to increase from \$846,689 to an amount not to exceed \$1,112,056; SFMTA 2019-41-FHWA with the Tenderloin Community Benefit District to increase from \$330,600 to an amount not to exceed \$396,868; SFMTA 2019-42-FHWA with Walk San Francisco Foundation to increase from \$717,811 to an amount not to exceed \$872,756; and SFMTA 2019-43-FHWA with the YMCA of San Francisco to increase from \$728,967 to an amount not to exceed \$909,310.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 19, 2022.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Second Amendment**

**Contract No. SFMTA-2019-40-FHWA**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between San Francisco Bicycle Coalition (Contractor or Consultant), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term by eleven months, increase the contract amount from \$846,689 to \$1,112,056, and update standard contractual clauses.
- C. The Agreement was approved as a sole source procurement by the California Department of Transportation when it approved the grant application, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved PSC numbers 44729-18/19 on May 20, 2019, and 40879-20/21 on June 7, 2021.

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated September 23, 2019, between Contractor and City, as amended by the:

First Amendment, dated October 6, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 2.1 (Term of the Agreement) is replaced in its entirety to read as follows:

**2.1** The term of this Agreement shall commence on the later of: (i) September 1, 2019; or (ii) the Effective Date, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 Section 3.3.1 (Amount) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Amount.** Compensation under this Agreement shall be based on either a negotiated lump sum price per task or subtask, or actual direct costs with a not-to-exceed price per subtask and task. In no event shall the amount of this Agreement exceed One Million, One Hundred Twelve Thousand, Fifty-Six Dollars (\$1,112,056).

2.3 Section 4.5 (Key Personnel) is replaced in its entirety to read as follows:

### **4.5 Personnel**

**4.5.1 Key Personnel.** Consultant shall utilize only competent personnel under the supervision of, and in the employment of, Consultant (or Consultant's authorized subcontractors) to perform the Services. Consultant shall comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Consultant. Consultant shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. The Consultant agrees that the following Key Personnel shall be committed and assigned to provide services under this Agreement to the level required by the SFMTA for the term of the Agreement and shall also be staffed at the local Consultant offices within the San Francisco Bay Area for all such time:

Program Director  
Outreach Staff  
Outreach Staff 2

Consultant shall advise the SFMTA immediately any time one of these Key Personnel deviates from his or her committed role or time on the Task Order

(e.g., is assigned to another project). The SFMTA must approve any new or replacement personnel for these positions.

## **4.5.2 Contractor Vaccination Policy**

### **4.5.2.1 Covered Employee**

A Covered Employee is an employee of a contractor or subcontractor working at a City-owned, -leased, or -controlled facility who:

(a) works in an indoor office workspace where City employees regularly work for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period, or

(b) regularly works within six feet of one or more City employees, for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period

For the purpose of this definition, “indoor office workspace” includes open-plan office space and office suites with shared common spaces such as hallways, conference rooms, and break rooms, but does not include separate public space in an office building, such as a bathroom, elevator, or lobby.

Also, for the purpose of this definition, a sole proprietor contractor qualifies as a Covered Employee.

### **4.5.2.2 Policy**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may have been amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual, and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City-owned, -leased, or

-controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Emergency Declaration, Contractor agrees that:

(i) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;

(ii) Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;

(iii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on the date of this Amendment.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
<b>San Francisco Municipal Transportation Agency</b>	<b>San Francisco Bicycle Coalition</b>
_____ Jeffrey P. Tumlin Director of Transportation	_____ Janelle Wong Executive Director 1720 Market Street San Francisco, CA 94102
Authorized By:  San Francisco Municipal Transportation Agency Board of Directors	City Supplier Number: 0000011626
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:  David Chiu City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Second Amendment**

**Contract No. SFMTA-2019-41-FHWA**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between North of Market Tenderloin Community Benefit Corporation, a California non-profit corporation (Contractor or Consultant), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term by eleven months, increase the contract amount from \$330,600 to \$396,868, and update standard contractual clauses.
- C. The Agreement was approved as a sole source procurement by the California Department of Transportation when it approved the grant application, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved PSC numbers 44729-18/19 on May 20, 2019, and 40879-20/21 on June 7, 2021.

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated November 5, 2019, between Contractor and City, as amended by the:

First Amendment, dated October 19, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement**

The Agreement is modified as follows:

2.1 Section 2.1 (Term of the Agreement) is replaced in its entirety to read as follows:

**2.1** The term of this Agreement shall commence on the later of: (i) September 1, 2019; or (ii) the Effective Date, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 Section 3.3.1 (Amount) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Amount.** Compensation under this Agreement shall be based on either a negotiated lump sum price per task or subtask, or actual direct costs with a not-to-exceed price per subtask and task. In no event shall the amount of this Agreement exceed Three Hundred Ninety-Six Thousand, Eight Hundred Sixty-Eight Dollars (\$396,868).

2.3 Section 4.5 (Key Personnel) is replaced in its entirety to read as follows:

**4.5 Personnel**

**4.5.1 Key Personnel.** Consultant shall utilize only competent personnel under the supervision of, and in the employment of, Consultant (or Consultant's authorized subcontractors) to perform the Services. Consultant shall comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Consultant. Consultant shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. The Consultant agrees that the following key team positions shall be committed and assigned to provide services under this Agreement to the level required by the SFMTA for the term of the Agreement and shall also be staffed at the local Consultant offices within the San Francisco Bay Area for all such time:

Program Director  
Program Manager  
Outreach Coordinator  
Outreach Coordinator 2

Consultant shall advise the SFMTA immediately any time one of these Key Personnel deviates from his or her committed role or time on the Task Order

(e.g., is assigned to another project). The SFMTA must approve any new or replacement personnel for these positions.

## **4.5.2 Contractor Vaccination Policy**

### **4.5.2.1 Covered Employee**

A Covered Employee is an employee of a contractor or subcontractor working at a City-owned, -leased, or -controlled facility who:

(a) works in an indoor office workspace where City employees regularly work for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period, or

(b) regularly works within six feet of one or more City employees, for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period

For the purpose of this definition, “indoor office workspace” includes open-plan office space and office suites with shared common spaces such as hallways, conference rooms, and break rooms, but does not include separate public space in an office building, such as a bathroom, elevator, or lobby.

Also, for the purpose of this definition, a sole proprietor contractor qualifies as a Covered Employee.

### **4.5.2.2 Policy**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may have been amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual, and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City-owned, -leased, or



-controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Emergency Declaration, Contractor agrees that:

(i) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;

(ii) Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;

(iii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

### **Article 3      Effective Date**

Each of the modifications set forth in Section 2 shall be effective on the date of this Amendment.

### **Article 4      Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
<b>San Francisco Municipal Transportation Agency</b>	<b>North of Market Tenderloin Community Benefit Corporation</b>
_____ Jeffrey P. Tumlin Director of Transportation	_____ Simon Bertrang Executive Director 512 Ellis Street San Francisco, CA 94109
Authorized By:  San Francisco Municipal Transportation Agency Board of Directors	City Supplier Number: 0000014228
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:	
David Chiu City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Second Amendment**

**Contract No. SFMTA-2019-42-FHWA**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between Walk San Francisco Foundation Corporation, a California non-profit corporation (Contractor or Consultant), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term by eleven months, increase the contract amount from \$717,811 to \$872,756, and update standard contractual clauses.
- C. The Agreement was approved as a sole source procurement by the California Department of Transportation when it approved the grant application, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved PSC numbers 44729-18/19 on May 20, 2019, and 40879-20/21 on June 7, 2021.

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated November 5, 2019, between Contractor and City, as amended by the:

First Amendment, dated October 27, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 2.1 (Term of the Agreement) is replaced in its entirety to read as follows:

**2.1** The term of this Agreement shall commence on the later of: (i) September 1, 2019; or (ii) the Effective Date, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 Section 3.3.1 (Amount) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Amount.** Compensation under this Agreement shall be based on either a negotiated lump sum price per task or subtask, or actual direct costs with a not-to-exceed price per subtask and task. In no event shall the amount of this Agreement exceed Eight Hundred Seventy-Two Thousand, Seven Hundred Fifty-Six Dollars (\$872,756).

2.3 Section 4.5 (Key Personnel) is replaced in its entirety to read as follows:

### **4.5 Personnel**

**4.5.1 Key Personnel.** Consultant shall utilize only competent personnel under the supervision of, and in the employment of, Consultant (or Consultant's authorized subcontractors) to perform the Services. Consultant shall comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Consultant. Consultant shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. The Consultant agrees that the following key team positions shall be committed and assigned to provide services under this Agreement to the level required by the SFMTA for the term of the Agreement and shall also be staffed at the local Consultant offices within the San Francisco Bay Area for all such time:

Two Community Engagement staff

Consultant shall advise the SFMTA immediately any time one of these Key Personnel deviates from his or her committed role or time on the Task Order (e.g., is assigned to another project). The SFMTA must approve any new or replacement personnel for these positions.

## **4.5.2 Contractor Vaccination Policy**

### **4.5.2.1 Covered Employee**

A Covered Employee is an employee of a contractor or subcontractor working at a City-owned, -leased, or -controlled facility who:

(a) works in an indoor office workspace where City employees regularly work for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period, or

(b) regularly works within six feet of one or more City employees, for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period

For the purpose of this definition, “indoor office workspace” includes open-plan office space and office suites with shared common spaces such as hallways, conference rooms, and break rooms, but does not include separate public space in an office building, such as a bathroom, elevator, or lobby.

Also, for the purpose of this definition, a sole proprietor contractor qualifies as a Covered Employee.

### **4.5.2.2 Policy**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may have been amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual, and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City-owned, -leased, or -controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the

term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Emergency Declaration, Contractor agrees that:

(i) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;

(ii) Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;

(iii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on the date of this Amendment.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
<b>San Francisco Municipal Transportation Agency</b>	<b>Walk San Francisco Foundation</b>
_____ Jeffrey P. Tumlin Director of Transportation	_____ Jodie Medeiros Executive Director 2601 Mission St, Ste 400 San Francisco, CA 94110
Authorized By:  San Francisco Municipal Transportation Agency Board of Directors	City Supplier Number: 0000040740
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:  David Chiu City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Second Amendment**

**Contract No. SFMTA-2019-43-FHWA**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between Young Men’s Christian Association of San Francisco, a California non-profit corporation, dba YMCA of San Francisco (Contractor or Consultant), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term by eleven months, increase the contract amount from \$728,967 to \$909,310, and update standard contractual clauses.
- C. The Agreement was approved as a sole source procurement by the California Department of Transportation when it approved the grant application, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved PSC numbers 44729-18/19 on May 20, 2019, and 40879-20/21 on June 7, 2021.

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated November 5, 2019, between Contractor and City, as amended by the:

First Amendment, dated November 9, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.



## Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 2.1 (Term of the Agreement) is replaced in its entirety to read as follows:

**2.1** The term of this Agreement shall commence on the later of: (i) September 1, 2019; or (ii) the Effective Date, and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.

2.2 Section 3.3.1 (Amount) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Amount.** Compensation under this Agreement shall be based on either a negotiated lump sum price per task or subtask, or actual direct costs with a not-to-exceed price per subtask and task. In no event shall the amount of this Agreement exceed Nine Hundred Nine Thousand, Three Hundred Ten Dollars (\$909,310).

2.3 Section 4.5 (Key Personnel) is replaced in its entirety to read as follows:

### **4.5 Personnel**

**4.5.1 Key Personnel.** Consultant shall utilize only competent personnel under the supervision of, and in the employment of, Consultant (or Consultant's authorized subcontractors) to perform the Services. Consultant shall comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Consultant. Consultant shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. The Consultant agrees that the following key team positions shall be committed and assigned to provide services under this Agreement to the level required by the SFMTA for the term of the Agreement and shall also be staffed at the local Consultant offices within the San Francisco Bay Area for all such time:

Operations Coordinator

Consultant shall advise the SFMTA immediately any time one of these Key Personnel deviates from his or her committed role or time on the Task Order (e.g., is assigned to another project). The SFMTA must approve any new or replacement personnel for these positions.

## **4.5.2 Contractor Vaccination Policy**

### **4.5.2.1 Covered Employee**

A Covered Employee is an employee of a contractor or subcontractor working at a City-owned, -leased, or -controlled facility who:

(a) works in an indoor office workspace where City employees regularly work for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period, or

(b) regularly works within six feet of one or more City employees, for more than 4 cumulative hours in a day, more than 15 cumulative hours in a 7-day period, or more than 20 cumulative hours in a 14-day period

For the purpose of this definition, “indoor office workspace” includes open-plan office space and office suites with shared common spaces such as hallways, conference rooms, and break rooms, but does not include separate public space in an office building, such as a bathroom, elevator, or lobby.

Also, for the purpose of this definition, a sole proprietor contractor qualifies as a Covered Employee.

### **4.5.2.2 Policy**

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may have been amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual, and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City-owned, -leased, or -controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the

term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Emergency Declaration, Contractor agrees that:

(i) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;

(ii) Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;

(iii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on the date of this Amendment.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
<b>San Francisco Municipal Transportation Agency</b>	<b>YMCA of San Francisco</b>
_____ Jeffrey P. Tumlin Director of Transportation	_____ Erin Clark Senior Vice President of Operations 50 California Street, Suite 650 San Francisco, CA 94111
Authorized By:  San Francisco Municipal Transportation Agency Board of Directors	City Supplier Number: 0000007996
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:	
David Chiu City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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