

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.5**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Chief of Staff

**BRIEF DESCRIPTION:**

Requesting authorization for the Director of Transportation to execute SFMTA Contract No. 2013-26, Improving Organizational Effectiveness in Achieving the SFMTA's Strategic Plan Goals, with the Institute for Women's Leadership, Inc. (IWL) in an amount not to exceed \$1,100,000 and a term not to exceed three years.

**SUMMARY:**

- On July 30, 2013, the SFMTA issued an RFP for Improving Organizational Effectiveness in Achieving the SFMTA's Strategic Plan Goals.
- The scope of this project is to provide specialized services, including performing an organizational diagnostic assessment, organizational culture and behavior change initiatives and executive coaching in order to support achievement of the Agency's Strategic Plan, with specific emphasis on Goal Four.
- SFMTA received five proposals. A selection panel evaluated the proposals and ranked IWL as the highest.
- The Contractor will report regularly to the Chief of Staff's Office.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Consultant Agreement

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_ 1/13/14

SECRETARY \_\_\_\_\_ 1/13/14

**ASSIGNED SFMTAB CALENDAR DATE:** January 21, 2014

## **PAGE 2.**

### **PURPOSE**

The purpose is to obtain the services of a consultant to provide a critically-objective, third-party review and analysis of the SFMTA's existing organizational culture and behaviors and the ways in which those do and do not support achievement of the Agency's Strategic Plan. The Consultant will then work with SFMTA leadership and staff to identify the desired organizational culture and behaviors and support their development and adoption throughout the organization.

### **GOAL**

This proposal directly supports achievement of Strategic Plan Goal Four: *Create a workplace that delivers outstanding service* by:

- examining the existing work environment;
- actively and collaboratively identifying the desired work environment; and
- taking the necessary steps to create that environment.

### **DESCRIPTION**

Since its inception in 2002, the SFMTA has made great strides towards integrating three formerly distinct departments (the Public Transportation Department, the Department of Parking and Traffic, and the Taxi Commission) into one comprehensive agency. Many of the strategic benefits which drove the creation of the SFMTA are routinely realized, such as consistent and effective coordination between traffic engineers and Muni service managers. The Agency's administrative functions are largely integrated, and the 2012 – 2018 Strategic Plan establishes clear goals reflective of the Agency's overall role as the City's holistic transportation system manager.

However, although the Strategic Plan articulates the Agency's goal to fully adopt and deliver on its mission to serve as the City's comprehensive transportation system manager, to do so effectively will require the SFMTA to complete a cultural shift away from managing distinct, "vertical" transportation business lines. Moreover, in developing the Strategic Plan, staff crafted multiple "action items" under Goal Four which are based on developing and implementing a framework for organizational cultural and behavioral change. Therefore, in recognition of the need for change, the SFMTA proposes to work with a consultant to provide an objective assessment of its current culture and organizational behaviors; identify the desired culture which will enable the SFMTA to most effectively achieve its goals; and support the Agency in implementing the resultant changes.

Goal Four – *"create a workplace that delivers outstanding service"* - recognizes that the SFMTA's ability to achieve its mission is tied directly to the strength, effectiveness, and alignment of its people and its work environment. It is only through people working together, with a common understanding of the Agency's mission, goals, and priorities, that the SFMTA can effectively deliver its vision of "excellent transportation choices" for the people of San Francisco. Because of this, progress toward achieving Goal Four significantly augments the Agency's ability to achieve the other three Strategic Plan goals.

## **Scope of Work**

The contractor will engage in the development of a change management framework and toolkit for use by the SFMTA; support for leaders and staff to institutionalize new behaviors; development of a more innovative and collaborative work environment; increased individual employee accountability; and stronger stakeholder relationships.

To accomplish this work, the consultant is tasked with four major efforts:

- 1) Conducting an organizational diagnostic assessment. This assessment will identify the current culture and the ways in which the Agency's culture and organizational behaviors do and do not support achieving its goals and mission. The consultant will use the recently completed Employee Engagement Survey in addition to conducting their own analysis to make this assessment.
- 2) Implementing organizational culture and behavior change. The consultant will facilitate discussions with the SFMTA executive leadership team to identify the desired culture and work environment and will provide structure and support to the Agency's efforts to create a new culture and improvements to its work environment.
- 3) The consultant will provide coaching to key SFMTA staff throughout the course of this contract, so that specific issues and challenges can be addressed timely and comprehensively.
- 4) The consultant will be responsible for regular assessments over the term of the contract to ensure that the steps the Agency is taking are having a real impact on improving the Agency's effectiveness in achieving its goals, and on improving the overall work environment. The SFMTA will also annually conduct its Employee Engagement Survey, which largely serves as the tool to measure progress towards achieving Goal Four's performance metrics.

The contract term is three years, with a not-to-exceed amount of \$1,100,000. The SFMTA proposed a three-year term in recognition of the time and commitment required to effect lasting cultural and behavioral change.

## **Selection Process**

On July 30, 2013, the SFMTA issued an RFP for Improving Organizational Effectiveness in Achieving the SFMTA's Strategic Plan Goals. The Agency received responses from:

- Institute for Women's Leadership,
- Cambria Solutions,
- CGR Management Consultants,
- Capital Partnerships, Inc., and
- The Callahan Group.

After a review by three selection panelists, two proposers were advanced to oral interviews. Following these interviews, the selection panel evaluated their responses and determined that IWL was the highest ranked proposer, based on scoring criteria in the original RFP. These criteria were: demonstrated understanding of the nature and scope of the project and the tasks to be performed, and a sound, appropriate and effective project approach, with a reasonable work

schedule; assigned project staff had recent experience and had appropriate professional qualifications and education as well as availability and accessibility; and appropriate qualifications and experience of the proposer and subconsultants with performing the requested tasks.

The SFMTA subsequently selected the Institute for Women's Leadership, Inc. (IWL) to perform this work in partnership with Lisa Spinali Consulting, a City-approved LBE contractor. IWL is a pioneer in the design and implementation of solutions for achieving culture change while enhancing organizational effectiveness, with over 20 years' experience. IWL has been instrumental in launching and/or expanding change initiatives in seven of the top Fortune 100 companies as well as with government agencies, notably the Internal Revenue Service. Lisa Spinali Consulting will provide project management, having implemented and designed programs for a variety of public and non-profit organizations in the Bay Area over the last six years.

### **Work Plan**

In early 2014, IWL will assess the current culture of the SFMTA through a Cultural Audit, to determine where the culture is (and is not) consistent with Goal Four. This will be done using a custom-designed in-depth cultural assessment of the agency.

Based on the Organizational Diagnostic Assessment, IWL will design a culture change initiative for the SFMTA. This phase, in mid-2014, will include workshops and webinars to engage, train, and coach SFMTA staff in the tools and critical competencies of leading organizational culture change. Staff will use these tools to address existing challenges, ensuring their immediate relevance and efficacy.

In addition, IWL will develop, with SFMTA's executive leadership team, a specific plan for shifting and sustaining the behaviors that are required for a new organizational culture. Based on this plan, in late 2014 through mid-2015, the Consultant will work with key SFMTA leadership to implement the processes/tasks identified in this phase of the work.

Coaching is a fundamental and essential element of sustaining an organizational change effort. IWL staff will coach SFMTA executive leadership staff, and other key staff members, in order to more thoroughly achieve and sustain the culture change.

At key points during the term of the contract, IWL will develop and conduct follow-up organizational diagnostic assessments in order to gauge the extent to which the recommended culture changes are taking root.

This is the SFMTA's first engagement with the Institute for Women's Leadership, an approved City vendor. Lisa Spinali, a City approved LBE Contractor, will provide overall project management as the subconsultant for this contract.

The City Attorney has reviewed this report.

The LBE subconsulting participation goal for this contract is 20% of the total labor value of the services to be provided.

## **ALTERNATIVES CONSIDERED**

Other options weighed by SFMTA staff, in place of hiring a Contractor to perform these services, included hiring or re-assigning Personnel Analyst or Management-level staff to perform similar work. This alternative was deemed infeasible, as an experienced, objective outside perspective is likely to have a greater impact on achieving organizational culture change.

## **FUNDING IMPACT**

Funds for this initiative are coming from the SFMTA's operating budget. Operating funds required to support this work will be budgeted in the Chief of Staff's Office Fiscal Year 2015-2016 operating budget. This item was not included in the FY14 budget but funds will be identified in the Operating Budget.

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

This contract was approved by the San Francisco Civil Service Commission on January 6, 2014.

## **RECOMMENDATION**

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors authorize the Director of Transportation to execute, Contract No. SFMTA 2013-26 (Improving Organizational Effectiveness in Achieving the SFMTA's Strategic Plan Goals) with the Institute for Women's Leadership, Inc. for an amount not to exceed \$1,100,000 and a term not to exceed three years

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, The 2012 – 2018 SFMTA Strategic Plan represents the Agency’s desire to fully adopt and deliver on its mission to serve as the City’s comprehensive transportation system manager; and,

WHEREAS, A wholesale review of the Agency’s culture, work environment, and organizational behaviors is required in order to fully and effectively achieve the SFMTA’s Strategic Plan goals; and,

WHEREAS, The fourth goal of the Strategic Plan, *Create a workplace that delivers outstanding service*, reflects the Agency’s need to change its organizational culture and behavior and improve its work environment; and,

WHEREAS, On July 30, 2013, the SFMTA issued a request for proposals (“RFP”) for the purpose of seeking a consultant to help the Agency improve its organizational effectiveness in achieving the SFMTA’s Strategic Plan Goals; and

WHEREAS, The SFMTA received five responses to the RFP, and a selection panel evaluated the proposals and ranked the Institute for Women’s Leadership proposal the highest of the proposals received; and

WHEREAS, The SFMTA has negotiated an agreement with the Institute for Women’s Leadership to support the Agency’s implementation of Goal Four of the Strategic Plan, which in turn strengthens the Agency’s ability to achieve the other three Strategic Plan goals; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract #SFMTA-2013-26, Improving Organizational Effectiveness in Achieving the SFMTA's Strategic Plan Goals, with the Institute for Women’s Leadership for an amount not to exceed of \$1,100,000 for a term of three years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 21, 2014.

\_\_\_\_\_  
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**

**Agreement between the City and County of San Francisco and  
Institute for Women's Leadership  
for Improving Organizational Effectiveness in Achieving  
the SFMTA's Strategic Plan Goals**

**Contract No. SFMTA-2013-26**

This Agreement is made this 1st day of February, 2014, in the City and County of San Francisco, State of California, by and between Institute for Women's Leadership, Inc., 5 Octavia Street, #9, San Rafael, CA 94901 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

**Recitals**

- A. The SFMTA wishes to advance its organizational effectiveness and better achieve its strategic plan goals through the Contractor's services. The Contractor will analyze the current organizational culture and framework, and help to identify and implement changes to the SFMTA's organizational framework and culture. In addition, following review by SFMTA management, the Contractor will work with SFMTA to implement the adopted changes by providing coaching to Agency executives and managers and by conducting facilitated workshops with Agency staff.
- B. A Request for Proposals ("RFP") was issued on July 30, 2013, and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number **SFMTA-2013-26** on January 6, 2014.

Now, THEREFORE, the parties agree as follows:

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

for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

- 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from February 1, 2014 to January 31, 2017.
- 3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
- 4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
- 5. Compensation.** Compensation shall be made in bi-monthly payments on or before the first and fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of the fifteenth and last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One million, one hundred thousand dollars (\$1,100,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

- 6. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for



which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

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

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

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

**14. Independent Contractor; Payment of Taxes and Other Expenses**

**a. Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City

does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

## **15. Insurance.**

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

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

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

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**16. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from

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

**17. Reserved.**

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

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

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

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

8 (Submitting False Claims); 10 (Taxes); 15 (Insurance); 24 (Proprietary or Confidential Information of City); 30 (Assignment); 37 (Drug-Free Workplace Policy); 53 (Compliance with Laws); and 57 (Protection of Private Information).

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

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

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **21. Termination for Convenience**

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

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

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

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

(3) Terminating all existing orders and subcontracts.

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

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

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

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

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

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

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

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this

Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

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

8 (Submitting False Claims); 10 (Taxes); 11 (Payment Does Not Imply Acceptance of Work); 13 (Responsibility for Equipment); 14 (Independent Contractor; Payment of Taxes and Other Expenses); 15 (Insurance); 16 (Indemnification); 17 (Incidental and Consequential Damages); 18 (Liability of City); 24 (Proprietary or Confidential Information of City); 26 (Ownership of Results); 27 (Works for Hire); 28 (Audit and Inspection of Records); 48 (Modification of Agreement); 49 (Administrative Remedy for Agreement Interpretation); 50 (Agreement Made in California; Venue); 51 (Construction); 52 (Entire Agreement); 56 (Severability); and 57 (Protection of Private Information).

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

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

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



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

To City: Alicia John-Baptiste  
SFMTA | Chief of Staff  
1 South Van Ness, 7<sup>th</sup> Floor  
San Francisco, CA 94103  
  
E-mail: Alicia.John-Baptiste@sfmta.com

To Contractor: Rayona Sharpnack  
Institute for Women's Leadership, Inc.  
5 Octavia Street, #9, San Rafael, CA 94901  
San Rafael, CA 94915  
E-mail: rayona@womensleadership.com

Any notice of default must be sent by registered mail.

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

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

Notwithstanding the foregoing, if the Contractor as part of its Services presents a program for the City and its employees, whether an existing program of the Contractor, a modification of an existing program, or a new program developed by the Contractor ("Program"), the City shall have an irrevocable and perpetual license to use any Program materials provided to the City, whether in paper form, electronic or other media, for the City's internal training purposes. The Program, however shall be owned by the Contractor and the City will have no other rights thereto other than the right to have City employees participate when the Program is presented by Contractor.

**28. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work

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

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

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

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

**32. Reserved.**

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor’s obligations or liabilities, or materially diminish Contractor’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor’s obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

**(1) Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the

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

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

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

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

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

such records available for audit and inspection by the Director of CMD or the Controller upon request.

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

### **34. Nondiscrimination; Penalties**

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

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

**c. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**d. Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

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

**35. Reserved.**

**36. Left blank by agreement of the parties. (Tropical Hardwood and Virgin Redwood Ban).**

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

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

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

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

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing

this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**43. Requiring Minimum Compensation for Covered Employees.** Contractor agrees to pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**44. Requiring Health Benefits for Covered Employees.** Contractor agrees to choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and agrees to otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

**45. First Source Hiring Program.** Contractor shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 83 are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

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

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

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

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

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

- 51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."
- 53. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
- 54. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.
- 55.** Left blank by agreement of the parties. (**Supervision of Minors**)
- 56. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 57. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.
- 58. Reserved.**
- 59.** Left blank by agreement of the parties. (**Food Service Waste Reduction Requirements**).
- 60.** "Left blank by agreement of the parties. (**Slavery Era Disclosure**).
- 61. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



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

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

<p><b>CITY</b></p> <p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ David A. Greenburg Deputy City Attorney</p> <p><b>AUTHORIZED BY:</b></p> <p><b>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</b></p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary SFMTA Board of Directors</p>	<p><b>CONTRACTOR</b></p> <p><b>Institute for Women's Leadership, Inc.</b></p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <hr/> <p>Rayona Sharpnack Founder and CEO 5 Octavia Street, #9 San Rafael, CA 94901</p> <p>City Vendor Number: 81188</p>
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Appendices

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

## **Appendix A**

### **Services to be provided by Contractor**

#### **1. Description of Services**

Contractor agrees to perform the following services:

The Contractor will support the Agency's implementation of Goal Four of the Agency's Strategic Plan, which in turn strengthens the Agency's ability to achieve the other three Strategic Plan goals. The result of the consultant's work is expected to be a measurable improvement in the Agency's delivery on its Strategic Plan goals.

Goal Four of the Agency's Strategic Plan is to create a workplace that delivers outstanding service.

The SFMTA is committed to sustainable changes to its culture and organizational behaviors. As such, the Contractor agrees to complete the following broad categories of work:

1. Organizational diagnostic assessment
2. Organizational culture and behavior change
3. Coaching
4. Measuring success

#### **A. Organizational Diagnostic Assessment**

The Contractor will make every effort to understand SFMTA's existing organizational culture and behaviors, and the beliefs that staff hold regarding the organization. The Contractor will perform an organizational diagnostic assessment to identify what is working and what should be changed or improved with respect to the Agency's organizational culture and behavior in order to achieve Goal Four of the SFMTA's Strategic Plan strategic priorities.

The assessment will include the following four steps:

1. Review and analysis of the 2013 SFMTA Employee Engagement Survey.
2. Face-to-face and telephone interviews with senior SFMTA leadership and key influencers to discuss findings of the employee survey and elicit in-depth analysis of the current culture vis-à-vis the achievement of Goal Four, including positive aspects, negative aspects and elements that are missing.
3. Analysis and summarization of the results of the interviews and employee survey to produce a written report with recommendations for an action plan to improve organizational effectiveness.
4. Verbal presentation to key SFMTA leadership on the results in the above areas as well as any key concerns raised by staff during the assessment.

#### **B. Changes to Organizational Culture and Behavior**

Based on the organizational diagnostic assessment, the Contractor will design a culture change initiative for the SFMTA including, but not limited to:

1. Training and coaching for key SFMTA leadership and key influencers in the tools and critical competencies for leading organizational change.
2. Training for the next tier of managers in implementing culture change.
3. Key Performance Indicators and milestones by which to assess and adjust the progress and completion of the culture change initiative.

This initiative will begin with the Contractor conducting a two-day program for key SFMTA leadership and key influencers to define the organizational culture, behaviors, and beliefs about the organization required for staff to align with the SFMTA's Strategic Plan goals and principles, identify how the existing senior leadership dynamics support or do not support the SFMTA's desired culture, and identify specific changes and commitments required at the leadership level to support the SFMTA's desired culture.

The Contractor will present a written summary report to key SFMTA leadership with recommended changes to existing leadership dynamics to support proposed organizational, cultural and behavioral changes.

### C. Coaching

As part of the Agency's effort to create sustainable change, the Contractor will be required to provide ongoing coaching to key staff identified by SFMTA as "champions" of this effort, throughout the duration of the Agreement. This coaching will include encouraging and preparing the champions and possibly others to serve as change facilitators during and after the term of the Agreement to ensure the continued sustainability of the organizational, cultural and behavioral changes. The Contractor will also provide as-needed coaching to SFMTA leaders.

### D. Measuring Success

At key points during the contract duration, the Contractor will develop and conduct follow-up organizational diagnostic assessments in order to gauge the extent to which the recommended culture changes are taking root.

1. Each workshop will be followed by an online feedback assessment.
2. The Contractor will meet frequently with champions in order to be briefed on their work and their experience with implementing the proposed changes, including those aspects that are effecting organizational improvement, those that need more development, and additional elements that need to be established.
3. The Contractor will meet monthly with key SFMTA leadership to assess the degree and rate of change and to make periodic course adjustments in the program.
4. The Contractor will provide to SFMTA leadership a quarterly written report on progress, findings, adjustments, and recommendations on to whom the recommendations should be addressed, as well as unpredictable events that may occur as opportunities to deepen or otherwise improve on the organizational change.

### TIMELINE

- Pre-Program Project Planning (February, 2014-March, 2014)

- Phase 1: Organizational Diagnostic Assessment and Initial Groundwork with Leadership Team and Division Managers (April, 2014-September, 2014)
  - The Contractor gains a clear understanding of the current organizational culture and dynamics; identifies critical pain points and opportunities for change. Leadership Team, key influencers, and Division Managers are grounded in and engaged with the principles of Contextual Leadership (CL) and are actively applying these to effect the designed cultural and behavioral change.
- Phase 2: Groundwork to Alter Organizational Culture and Behavior (October, 2014-May, 2015)
  - Leadership Team, key influencers, and Division Managers are further grounded in and engaged with the principles of Contextual Leadership (CL) and are actively applying these to effect the designed cultural and behavioral change.
  - Identification and enrollment of “Champions” to spearhead the change and ensure sustainability.
- Phase 3: Rolling Out and Sustaining Changes to Organizational Culture and Behavior (April, 2015-September, 2015)
  - The new culture is communicated organization-wide such that all SFMTA associates are engaged with it and taking on the new values, practices, and behaviors.
- Additional on-going coaching and other intermittent contingencies, as needed. (October, 2015-February, 2017)

Contractor’s proposal, dated September 12, 2013, is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices; 2) the Request for Proposals dated July 30, 2013; and 3) Contractor’s Proposal, dated September 12, 2013.

## **2. Reports**

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

## **3. SFMTA Liaison**

In performing the services provided for in this Agreement, Contractor’s liaison with the SFMTA will be Alicia John-Baptiste.

**Appendix B  
Calculation of Charges**

<b>Pre-Program Project Planning (February, 2014-March 2014)</b>	<b>Outcome/Output</b>	<b>Cost</b>
<ol style="list-style-type: none"> <li><b>1. Meeting to be briefed by SFMTA, to determine communications management, to discuss project plan, and to set accountabilities and expectations for program delivery</b></li> <li><b>2. Meeting to create the context of the project and set expectations and assure alignment of executive sponsorship</b></li> <li><b>3. Pre-meeting with Leadership Team to introduce IWL</b></li> </ol>	<p><b>Clear lines of accountability for logistics, communications, etc.</b></p> <p><b>Alignment on executive sponsorship activities and communications</b></p> <p><b>Alignment on overall outcomes of culture change</b></p> <p><b>Create relationship and credibility for facilitators, the method, and the process and establish early experience of value</b></p>	<p><b>\$2,800</b></p>

<b>PHASE 1</b>	<b>Outcome/Output</b>	<b>Cost</b>
<b>Phase 1: Organizational Diagnostic Assessment and Initial Groundwork with Leadership Team and Division Managers (April, 2014-September, 2014)</b>	<b>Clear understanding of the current organizational culture and dynamics; identification of critical pain points and opportunities for change. Leadership Team, key influencers, and Division Managers are grounded in and engaged with the principles of Contextual Leadership (CL) and are actively applying these to effect the designed cultural and behavioral change.</b>	<b>Total Phase Cost \$487,250</b>
1. Review and analysis of latest employee survey	Preliminary parameters of existing culture	\$4,000
2. Interviews with Leadership Team and key influencers, including key union leaders (25 people)	Final analysis and summary of culture, key pain points, and opportunities for change	\$6,250
3. Analysis and summarization of above in a written report	Documentation of organizational diagnosis and plan for change	\$1,000
4. Review of report with Executives	Report on and executive alignment on report and recommendations	\$2,000
5. Presentation to Leadership Team of results, key concerns, and recommendations for change	Leadership Team alignment on and engagement with plan for change	\$1,000
6. Design and development of programs for Leadership Team	Programs custom-designed for the SFMTA culture change	\$4,000
7. Two 2-day CL Workshops for Executives, Division Directors (11 participants)	Top leadership are engaged with applying the principles of CL such that they are seen by the organization as advocates for and active agents of the change	\$160,000
8. Three 2-day CL workshops for Division Managers, and key influencers (approx. 80 participants)	Division Managers and key influencers are engaged with applying the principles of CL such that they are seen by the organization as advocates for and active agents of the change	\$256,000
9. Teleconferences (10) and Tools Webinars (4) with participants in CL	Deepening and extension of the work of the Phase 2 Workshops and acquisition of tools for decision-making, conflict resolution, etc.	\$4,500
10. Tactical support for Key Leaders (30 leaders)	Support for leaders in <i>being</i> and communicating the new culture	\$45,000
11. Monthly meetings with Executives for debriefing and review of progress	Continuous adjustment based on lessons learned and changing conditions	\$2,500
12. Quarterly written reports to Executives	Documentation and keeping Executives up-to-date	\$1,000

<b>PHASE 2</b>	<b>Outcome/Output</b>	<b>Cost</b>
<b>Phase 2: Groundwork to Alter Organizational Culture and Behavior (October, 2014-March, 2015)</b>	<b>Leadership Team, key influencers, and Division Managers are further grounded in and engaged with the principles of Contextual Leadership (CL) and are actively applying these to effect the designed cultural and behavioral change.</b>	<b>Total Phase Cost: \$508,700</b>
1. Design and development of programs based on ODA results and CL meetings	Programs custom-designed for the SFMTA culture change	\$4,000
2. Two 2-day CL Workshops for Executives, Division Directors, and union leadership (approx 25 participants)	Top leadership are engaged with applying the principles of CL such that they are seen by the organization as advocates for and active agents of the change	\$160,000
3. Three 2-day CL workshops for Division Managers, and key influencers (approx. 80 participants)	Division Managers and key influencers are engaged with applying the principles of CL such that they are seen by the organization as advocates for and active agents of the change	\$256,000
4. Coordination and management of programs – rollout, logistics, materials, etc.	Smooth roll out and execution of programs, quality of materials, and communication are assured	\$7,200
5. Review of report with Executives	Executive sign off and alignment on publication of results of workshops and communication of the new cultural values organization-wide	\$1,000
6. Presentation to Leadership Team of results and key concerns, with recommendations for sustainability	Leadership Team alignment on new cultural values and behaviors	\$1,000
7. Analysis and summarization of above in a written report	Documentation of outcomes of workshops and roadmap of new culture and behaviors	\$1,000
8. Tactical support for Key Leaders (30 leaders)	Support for leaders in <i>being</i> and communicating the new culture	\$45,000
9. Tactical support for Champions (90 champions in groups of 30, 1 day each quarter for four quarters)	Support for champions in <i>being</i> and communicating the new culture	\$30,000
10. Monthly meetings with Executives for debriefing and review of progress	Continuous adjustment based on lessons learned and changing conditions	\$2,500
11. Quarterly written report to Executives	Documentation and keeping Executives up to date	\$1,000



<b>PHASE 3</b>	<b>Outcome/Output</b>	<b>Cost</b>
<b>Phase 3: Rolling Out and Sustaining Changes to Organizational Culture and Behavior (April 2015-September, 2015)</b>	<b>The new culture is communicated organization-wide such that all SFMTA associates are engaged with it and taking on the new values, practices, and behaviors</b>	<b>Total Phase Cost : \$100,500</b>
1. Design and development of process based on results of Phase 2	Roadmap for sustainable change and associate engagement	\$4,000
2. Meeting with Executives to align on process and outcomes including identification of “Champions” and planning for Champions’ development	Executive alignment on roadmap Identification of Champions and executive alignment on plan for Champions’ training and development	\$2,000
3. Four half-day in-person Reconvenes with participants in CL Workshops	Deepening and extension of the work of the Phase 2 Workshops	\$10,000
4. Workshop with Champions to create the context and train them in communicating and <i>being</i> the new SFMTA	Creation of a corps of “commandos” to champion the new culture	\$5,000
5. Tactical support for Key Leaders (30 leaders)	Support for leaders in <i>being</i> and communicating the new culture	\$45,000
6. Tactical support for Champions (90 champions in groups of 30, 1 day each quarter for four quarters)	Support for champions in <i>being</i> and communicating the new culture	\$30,000
7. Monthly meetings with Executives for debriefing and review of progress	Continuous adjustment based on lessons learned and changing conditions.	\$2,500
8. Quarterly written reports to	Documentation and keeping Executives up to date	\$2,000
<b>Total Fixed Costs</b>		<b>\$1,099,250</b>

<b>CONTINGENCY COSTS</b>	<b>Outcome/Output</b>	<b>Cost</b>
<b>Contingency Costs for Sustainability Support</b> <i>The following additional tasks, by request of the SFMTA, may be performed in addition to or in place of the services listed above.</i>	<b>Interventions to deepen and sustain the culture change and to meet breakdowns powerfully.</b>	<b>See individual task costs below.</b>
1. Workshops for Union Leadership and Key influencers. CL workshops including both formal and informal Union leadership and possibly members of the Leadership Team. (estim. 2 workshops, two days each, total 40 people)	Unions are aligned with and supportive of the culture change effort	\$128,000
2. Interventions: Maximizing the Value of Breakdowns Focused interventions with teams/groups that are not doing well and need help to discover the root causes of the breakdown, maximize learning, and turn it into breakthrough results (estim. 10 days)	Powerful resolution of breakdowns and demonstrated results in turning issues into opportunities.	\$25,000
3. Interventions: Enhancing the Value of Breakthrough results Focused interventions with teams/groups that are producing outstanding results to enhance performance and capture best practices (estim. 10 days)	Creation of breakthrough projects that will provide powerful demonstrations of the value of the new culture	\$25,000
4. Meetings with key influencers to anticipate and resolve breakdowns and enhance positive performance	Individual tactical support	\$18,000
5. Reconvenes of leadership and management workshops (4 half-day reconvene sessions of 50 people each @\$125 per person)	Deepen and sustain lessons learned from the workshop, apply principles of CL to real-time problems encountered back on the job.	\$25,000
6. Tools Webinars (4 Webinars, up to 50 people each @ \$75 per person)	Deepen and sustain lessons learned from the workshop, apply principles of CL to real-time problems encountered back on the job.	\$15,000
7. Monthly Teleconferences (12 teleconferences, up to 50 people each @ \$25 per person)	Deepen and sustain lessons learned from the workshop, apply principles of CL to real-time problems encountered back on the job.	\$15,000