

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency (SFMTA), through its Director of Transportation (or his designee), to enter into an agreement with the San Francisco Bicycle Coalition (SFBC) to accept a gift of \$20,000 for the purchase and installation of a bicycle barometer on the south side sidewalk of Market Street between 9th and 10th Streets.

SUMMARY:

- A bicycle barometer is a digital display of the numbers of people on bicycles in the bike lane, summarizing volumes for the day and the cumulative total over the course of a year.
- Since 2006, the number of bicyclists commuting on Market Street has more than doubled.
- Bicycle barometers have been installed in San Francisco's peer cities of Portland, Seattle and Montreal; successfully garnering high visibility support and promotion of bicycling in these cities.
- The installation of bicycle barometer on the south side sidewalk of Market Street will raise local awareness and promote bicycling. The bicycle barometer is consistent with the City's Transit First Policy: "Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking."
- SFBC is donating \$20,000 for the installation of one bicycle barometer.
- The SFMTA Board of Directors must accept the \$20,000 as a gift from the SFBC before the bicycle barometer can be installed by the City.
- The SFMTA plans to install the bicycle barometer within 30 days of approval.

ENCLOSURES:

1. SFMTAB Resolution
2. Agreement between the San Francisco Bicycle Coalition and the SFMTA

APPROVALS:

DATE

DIRECTOR _____ 4/8/13 _____

SECRETARY _____ 4/8/13 _____

ASSIGNED SFMTAB CALENDAR DATE: April 16, 2013

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PURPOSE

Authorizing the San Francisco Municipal Transportation Agency (SFMTA), through its Director of Transportation, to enter into an agreement with the San Francisco Bicycle Coalition (SFBC) to accept a gift of \$20,000 for the purchase and installation of a bicycle barometer on the south side sidewalk of Market Street between 9th and 10th Streets.

GOAL

This action is consistent with the goals of the SFMTA Strategic Plan, specifically:

Goal 2: Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel.

Objective 2.3: Increase use of all non-private auto modes.

DESCRIPTION

The proposed bicycle barometer will be installed on the sidewalk adjacent to the painted eastbound Market Street bike lane between 9th and 10th Streets (see map). Since 2006, the number of bicyclists commuting on Market Street has more than doubled. The bicycle barometer will promote and encourage traveling by bicycle, thereby encouraging a healthy and sustainable mode of travel.

Bicycle barometers have been installed in San Francisco's North American peer cities of Portland, Seattle and Montreal; successfully garnering high visibility support and promotion of bicycling in these cities. The barometer will measure up to a total of 1,000,000 eastbound bicyclists over the course of each year; current annual volume of bicyclists is 600,000.

As a condition of the \$20,000 gift, the logos of the SFBC and *Kongregate* will be displayed on both sides of the bicycle barometer. The Agreement for Payment of Funds between the San Francisco Bicycle Coalition and the SFMTA details the roles and responsibilities of the parties, including the placement of logos.

The selected model of bicycle barometer, Eco-Totem, is made by Eco-Counter, a vendor that manufactures automated bicycle counters installed throughout San Francisco. As depicted in Appendix A, the bicycle barometer stands 7.5 feet high and is 1.5 feet wide and cast in rust-proof powder-coated aluminum.

A bicycle barometer functions by connecting to an in-pavement bicycle counter embedded in the bike lane which counts the number of passing bicyclists. SFMTA staff is coordinating with the Department of Technology and the Department of Public Works (DPW) to install the bicycle barometer, which involves installation of hardware, and the replacement of the decorative brickwork along Market Street.

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In February 2013, SFMTA staff identified a suitable location for the installation of a bicycle barometer, based on appropriate electrical current, proximity to an existing electrical pull-box and the suitability of the bicycle facility. The location identified is the south side sidewalk of Market Street, between 9th and 10th Streets, in front of the new corporate offices of Twitter. New storefronts are scheduled to open at this location soon, promising higher visibility to San Francisco residents and visitors.

FUNDING IMPACT

The acceptance of this \$20,000 gift will contribute towards the cost for the overall bicycle barometer project. The total project cost is approximately \$70,000, of which approximately \$32,000 is for materials including spare parts, \$23,000 is for work contracted through the Department of Technology (DT) for installation and Department of Public Works (DPW) for restoration of the decorative brickwork, and \$16,000 covers SFMTA staff labor for planning, design, construction engineering and maintenance. The SFMTA will fund the remaining costs in the amount of approximately \$50,000, from SFMTA FY13 operating funds.

ENVIRONMENTAL REVIEW

Under the authority granted by the Planning Department, SFMTA staff determined that the installation of the Market Street bicycle barometer is categorically exempt from environmental review pursuant to CEQA Implementing Guidelines, Title 19 of the California Code of Regulations sections 15305 (Class 5(b)2: Street Furniture) and 15306 (Class 6: Information Collection). The CEQA determination is on file with the Secretary to the SFMTA Board of Directors

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The design has been reviewed by DPW. DPW is assisting the SFMTA with a Surface Mounted Facility permitting approval process.

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

RECOMMENDATION

Authorize the SFMTA, through its Director of Transportation, to enter into an agreement with the San Francisco Bicycle Coalition (SFBC) to accept a gift of \$20,000 for the purchase and installation of a bicycle barometer on the south side sidewalk of Market Street between 9th and 10th Streets.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The bicycle barometer will display actual bicycle volumes for each day and cumulatively for each year, thereby promoting and encouraging bicycling as a means of commuting; and,

WHEREAS, The goals of the SFMTA Strategic Plan include Goal 2, “Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel”; and,

WHEREAS, The San Francisco Bicycle Coalition and Kongregate have pledged to provide the SFMTA a gift of \$20,000 for the purchase and installation of a bicycle barometer on the south side sidewalk of Market Street between 9th and 10th Streets; and,

WHEREAS, The SFMTA will be responsible for installation and maintenance costs associated with the installed bicycle barometer; and,

WHEREAS, The SFMTA intends to install the bicycle barometer by May 2013 on the south side sidewalk of Market Street between 9th and 10th Streets; and,

WHEREAS, Under the authority granted by the Planning Department, SFMTA staff determined that the installation of the proposed Market Street bicycle barometer is categorically exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Implementing Guidelines, Title 19 of the California Code of Regulations sections 15305 (Class 5(b)2: Street Furniture) and 15306 (Class 6: Information Collection).

WHEREAS, Said CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; and,

WHEREAS, The Department of Public Works is assisting the SFMTA with the permit approval process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation, to enter into an agreement with the San Francisco Bicycle Coalition to accept a gift of \$20,000 for the purchase and installation of a bicycle barometer on the south side sidewalk of Market Street between 9th and 10th Streets.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 16, 2013.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

AGREEMENT FOR PAYMENT OF FUNDS

This Agreement ("Agreement"), dated as of April 1, 2013, is made by and between San Francisco Bicycle Coalition ("SFBC"), a local bicycle advocacy non-profit organization, and the City and County of San Francisco (the "City"), a municipal corporation, by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

A. In January 2013, SFBC proposed entering into an agreement with the SFMTA to purchase and install a bicycle barometer on Market Street.

B. A bicycle barometer is a digital display of real time bicyclist volume, summarizing volumes for the day and the cumulative daily total over the course of a year. A bicycle barometer functions by connecting to an in-pavement bicycle counter embedded in the bike lane which counts the number of passing bicyclists.

C. The bicycle barometer is consistent with the City's Transit First Policy (SEC. 8A.115): "Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking."

D. The installation of a bicycle barometer is consistent with the goals of the SFMTA Strategic Plan, specifically: "Goal 2: Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel. *Objective 2.3*: Increase use of all non-private auto modes."

E. Kongregate, an online games company, is contributing \$20,000 to the SFBC for the purpose of a gift donation to the SFMTA for the purchase and installation of a bicycle barometer. The SFBC is facilitating the \$20,000 gift donation to the SFMTA to support the purchase and installation of this equipment. In recognition of the \$20,000 gift, the logos for both SFBC and Kongregate must be displayed on both sides of the bicycle barometer.

F. The cost of the bicycle barometer is approximately \$20,000, while the total project cost, which includes installation and maintenance, is approximately \$70,000. The SFMTA will be responsible for additional costs associated with the purchase, installation and maintenance of the bicycle barometer that is not covered by this gift.

G. If the installation of this bicycle barometer, for any reason, is not fully executed, the SFBC shall be refunded the entire \$20,000 gift amount.

H. The SFMTA is agreeable to accepting the Payment, subject to the terms and conditions set forth below.

AGREEMENT

1. Term. The Agreement shall commence on the Effective Date, and terminate upon completion of delivery of the Payment to the SFMTA.

2. Amount and Timing of the Payment. SFBC shall pay a total of Twenty Thousand Dollars (\$20,000) to the SFMTA. The Payment shall be made in one installment. SFBC shall pay the amount of Twenty Thousand Dollars (\$20,000) within 15 days of the date of acceptance by the SFMTA Board of Directors of this gift. The 15 day period shall be tolled during the pendency of any legal challenges or litigation filed against the bicycle barometer project.

3. Use of Payment. Subject to the provisions of Section 4 below, SFMTA agrees that it shall use the Payment to support the purchase and installation of one bicycle barometer on the south side of Market Street between 9th and 10th Streets. SFMTA does not intend to perform any project prior to or unless it accepts and receives the Payment.

4. Permitting and Environmental Review. Installation of the bicycle barometer is subject to a permitting process which is being coordinated with the Department of Public Works ("DPW"); that process must include environmental review under CEQA before a City agency, commission, board or any other City decision maker may consider approving any installation of the bicycle barometer; and will require discretionary approvals by the SFMTA Board of Directors after a public hearing and environmental review, and issuance of any required permits by DPW. Nothing in this Agreement commits, or shall be deemed to commit, the City or City agencies to approve or implement the installation of the bicycle barometer, and they may not do so until environmental review of the project as required under CEQA has been completed, and any and all required permits have been issued by DPW. The City and any other public agency with jurisdiction over any part of the installation of the bicycle barometer shall have the absolute discretion before approving the project to: (i) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the project; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the project.

5. Modification of Agreement. The City and SFBC reserve the right to amend or supplement this Agreement by mutual consent. It is agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties, and that separate oral agreements or understandings shall not be binding on any of the parties.

6. Effective Date; Termination. This Agreement shall become effective on the date of the last signature of the parties after the Agreement is approved by the City as required by law. There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. It shall remain in effect for each party until terminated in writing by either party. Either party has the right to terminate this Agreement upon thirty (30) days written notice to the other party.

7. Notification of Limitations on Contributions. The Payment is not a campaign contribution. However, SFBC acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, 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 a board 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. SFBC acknowledge 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.

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

To SFBC: Leah Shahum,
Executive Director
833 Market Street, 10th Floor
San Francisco, CA 94103
Phone: (415) 431.2453 ext. 306
Email: leah@sfbike.org

To SFMTA: Bridget Smith,
Deputy Director
Livable Streets Subdivision

SFMTA Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103-5417
Phone: (415) 701-4491
Email: bridget.smith@sfmta.com

9. No Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. The parties acknowledge and agree that this Agreement is entered into for their benefit and not for the benefit of any other party.

10. Agreement Binding on Successors. This Agreement shall be binding on the heirs, successors and assigns of SFBC.

11. Assignment. The services to be performed by the parties are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by either party unless first approved by written instrument executed and approved as required by applicable City law.

12. 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.

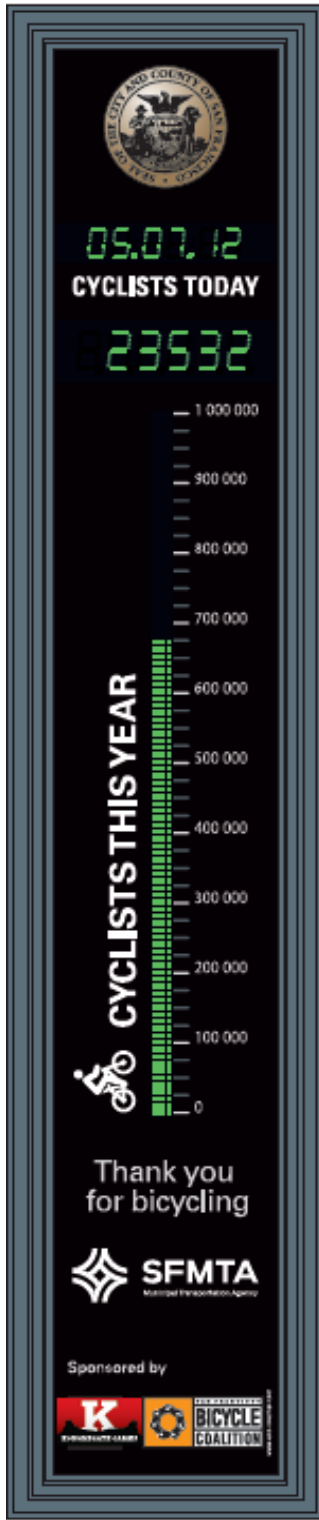
13. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

14. 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 5.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the date written above.

<p>CITY AND COUNTY OF SAN FRANCISCO Municipal Transportation Agency</p> <p>By _____ Ed Reiskin Director of Transportation</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By _____ John I. Kennedy Deputy City Attorney</p> <p>Municipal Transportation Agency Board of Directors Resolution No. _____ Dated: _____</p> <p>Attest: _____ Secretary, Board of Directors</p>	<p>SAN FRANCISCO BICYCLE COALITION</p> <p>By: _____ Leah Shahum Executive Director</p>
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Appendix A
Market Street Bicycle Barometer



Dimension: 7.5 x 1.5 x .5 feet

