



London Breed
Mayor

Micki Callahan
Human Resources Director

Date: May 15, 2020

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director

From: Joan Lubamersky, ADM
Cynthia Avakian, AIR
Amy Nuque, MTA
Bill Irwin / Daniel Kwon, PUC

Subject: **Personal Services Contracts Approval Request**

This report contains six (6) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 19/20 to date:

Total of this Report	YTD Expedited Approvals FY2019-2020	Total for FY2019-2020
\$26,250,000	\$304,667,888	\$2,975,544,595

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[Home >](#)**POSTING FOR****June 01, 2020****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2020-06-01

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
48540 - 19/20	AIRPORT COMMISSION	\$3,000,000.00	Support and maintain the Automated Passport Control (APC) kiosk system proprietary software on 80 kiosks with connectivity to the U.S. Customs and Border Protection (CBP) data system. Each APC kiosk has a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated entrance formalities.	July 1, 2020	June 30, 2024	REGULAR
49706 - 19/20	AIRPORT COMMISSION	\$500,000.00	<p>The San Francisco International Airport ("SFO") is seeking a contractor to act as the Trustee and Issuing and Paying Agent in connection with its SFO Subordinate Commercial Paper Notes, Series A, B, and C (the "Notes" or "CP Program"). The contractor will establish and maintain the necessary accounts relating to the CP Program and serve as its trustee. The Paying Agent is required to establish and maintain the funds and accounts relating to the Notes. Additional funds and accounts may be required if the Airport Commission authorizes other series of Subordinate Bonds in the future.</p> <p>The CP Program plays a key role in financing the Airport's Capital Improvement Plan. The Airport Commission established the CP Program in 1997 to provide short-term financing for Airport capital improvements and intends to continue issuing notes from time to time to finance capital projects.</p>	July 1, 2020	December 31, 2029	REGULAR
44950 - 19/20	MUNICIPAL TRANSPORTATION AGENCY	\$2,750,000.00	<p>The SFMTA seeks a contractor to provide maintenance and repair services for the Automated Fare Collection (AFC) equipment at its metro rail subway stations, one-time training services to transition first-line maintenance to SFMTA staff, and optional services to update ticket vending machines with credit card zip code authentication.</p> <p>AFC equipment consists of Ticket Vending Machine (TVM), Reversible Fare Gates, Station Agent Gates, and Station Operations Control Unit. Hardware maintenance must include maintenance strategy; corrective maintenance; preventive maintenance; configuration monitoring to comply and communicate with NextFare software; spares inventory; systems monitoring; and Maintenance Help Desk (METRIX) implementation and management. The contractor will also be required to submit weekly maintenance reports as outlined by SFMTA. Contractor, per the agreed schedule and timeline, is responsible to train SFMTA personnel for First Line Maintenance tasks of TVM's and Fare Gates, work that was previously done by Cubic personnel under contract with the Metropolitan Transportation Commission.</p> <p>The contractor is also required to maintain an agreed-upon service level availability and response and repair time. If repair services are out of scope, upon authorization by SFMTA for work, the contractor is responsible to provide necessary personnel, support equipment, and all tools and materials.</p>	July 1, 2020	June 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
47724 - 19/20	PUBLIC UTILITIES COMMISSION	\$15,000,000.00	<p>The SFPUC has a long standing partnership with the Alameda County Resource Conservation District (ACRCD) to work cooperatively to protect and improve the natural resources of the Alameda Creek watershed. The ACRCD provides specialized services with a unique perspective as a trusted ally with the agricultural community and local and State government when it comes to natural resource conservation and watershed education and outreach programs. The SFPUC seeks to retain the services of the ACRCD to work closely with SFPUC staff to assist with coordinating natural resource protection and management projects and education programs and meet monitoring requirements for permits related to Water System Improvement Program (WSIP) projects. These project categories include: Watershed Restoration Projects; Watershed Resources Monitoring and Management; Data Management and Analytical Services, Watershed Planning and Regulatory Compliance Support and Education and Outreach.</p> <p>ACRCD staff will assist SFPUC staff with specialized, scientific, biological, educational and other technical expertise to implement coordinated resource management projects. The ACRCD will assist in the planning and design of variety of watershed restoration projects, environmental monitoring, surveys and studies, lead research and assessments, and development of education programs to enhance public awareness of watershed resources, their protection and restoration. These technical services will be used to perform highly specialized and technical expertise that staff does not possess.</p>	July 1, 2020	June 30, 2030	REGULAR
49373 - 19/20	PUBLIC UTILITIES COMMISSION	\$5,000,000.00	<p>The City seeks to retain the services of a qualified Proposer to design, code, implement, and manage a new Stormwater Data Management System and make modifications to the CC&B system and provide integration services to implement the Stormwater charge.</p>	July 1, 2020	June 30, 2027	REGULAR

TOTAL AMOUNT \$26,250,000

CSV

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Posting For June 01, 2020

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2020-06-01

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46201 - 15/16 - MODIFICATIONS	June 1, 2020	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$0	\$2,000,000	Provide sporadic, as-needed specialized services in conceptual planning, existing street and utility systems, mapping, land transfers, infrastructure improvements, open space and parks plan review, infrastructure construction, and vertical construction interface, to support the Treasure Island Redevelopment Program. Work will include providing professional engineering, architectural and technical services related to the development and facilitation of submittal reviews. For example, work to be performed includes TIDA's responsibility for Sea Level Rise monitoring and provide noise, wind and vibration monitoring in order to prevent adverse impacts on the islands natural habitat, both plants and animals. City employees will be the preferred provider for non-specialized services.	04/05/2016	01/29/2021	ADMINISTRATIVE APPROVAL

TOTAL AMOUNT \$0

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Automated Passport Control (APC) Kiosks Maintenance and Support

Funding Source: Airport Operating Funds

PSC Amount: \$3,000,000

PSC Est. Start Date: 07/01/2020

PSC Est. End Date: 06/30/2024

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Support and maintain the Automated Passport Control (APC) kiosk system proprietary software on 80 kiosks with connectivity to the U.S. Customs and Border Protection (CBP) data system. Each APC kiosk has a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated entrance formalities.

B. Explain why this service is necessary and the consequence of denial:

The APC Kiosk System is a necessity for relieving terminal congestion and improving the guest experience in the Customs area, and for the San Francisco International Airport (Airport or SFO) to be competitive with other airports. Without proper support and maintenance, the kiosks are at risk of outages causing delays in passenger processing in the Customs area. Denial of this service would cause customer dissatisfaction, resulting in a potential loss of revenues to the Airport.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This service has been provided through PSC 48059-13/14.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at SFO.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The City doesn't have access to the source code to maintain the software without the Contractor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized knowledge in customs kiosk platforms, remote monitoring and diagnostic of computer systems, and engineering and maintenance of such kiosks which are unique to the airport industry. This work requires expertise in the integration of self-service kiosks to computer networks, and computer systems of the APC kiosk system. Complete familiarization in customs and immigration protocols and procedures for passport control is also required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 7308, Cable Splicer; 0923, Manager II; 9240, Airport Electrician; 9241, Airport Electrician Supervisor; 9242, Head Airport Electrician;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None, since City staff do not have access to the proprietary software.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

City staff are not applicable since they don't have access to the necessary software to provide support.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 03/17/2020, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Municipal Executive Association; Professional & Tech Engrs, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: P. O. Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48540 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/01/2020

Receipt of Union Notification

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # 48059 - 13/14)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Automated Passport Control (APC) KiosksFunding Source: Airport Capital FundsPSC Original Approved Amount: \$3,900,000 PSC Original Approved Duration: 07/01/14 - 06/30/19 (5 years)PSC Mod#1 Amount: \$1,950,000 PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 06/30/19-06/30/21 (2 years 1 day)PSC Cumulative Amount Proposed: \$5,850,000 PSC Cumulative Duration Proposed: 7 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Procure, install, and maintain an Automated Passport Control (APC) kiosk system consisting of 40 kiosks with connectivity to the U.S. Customs and Border Protection (CBP/Customs) data system. Each APC kiosk will have a full range passport reader with e-Passport capability, a fingerprint scanner and digital camera to capture the user's picture. All kiosks must be maintained in compliance with CBP's APC requirements. Kiosks will serve passengers arriving on international flights by capturing travel data and electronically transmitting the information to CBP for processing mandated entrance formalities. Approximately \$1,300,000 will be used towards professional services.

B. Explain why this service is necessary and the consequence of denial:

The APC Kiosk System is a necessity for relieving terminal congestion and improving the guest experience in the Customs area, and for the San Francisco International Airport (Airport or SFO) to be competitive with other airports. Without proper procurement, installation, and maintenance, the kiosks are at risk of outages causing delays in passenger processing in the Customs area. Denial of this service would cause customer dissatisfaction, resulting in a potential loss of revenues to the Airport.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, PSC 48059-13/14

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Need to extend the contract to address maintenance for the existing kiosks.

2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

Need to extend time only.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized knowledge in customs kiosk platforms, remote monitoring and diagnostic of computer systems, and engineering and maintenance of such kiosks which are unique to the airport industry. This work requires expertise in the integration of self-service kiosks to computer networks, and computer systems of the automated passport kiosk system. Complete familiarization in customs and immigration protocols and procedures for passport control is also required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 7308, Cable Splicer; 0923, Manager II; 9240, Airport Electrician; 9241, Airport Electrician Supervisor; 9242, Head Airport Electrician;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the automated passport control kiosks system will be procured from the contractor.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

The are no current civil service classes that have the technical expertise in the design, programming and integration of this unique kiosk system specializing in customs and immigration processing.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No as services are specialized to the nature of this work and do not occur frequently enough to justify permanent staffing.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Vancouver Airport Authority

7. Union Notification: On 09/24/18, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Municipal Executive Association; Electrical Workers, Local 6;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48059 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/12/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Trustee and Issuing and Paying Agent Services

Funding Source: Airport Operating Funds

PSC Amount: \$500,000

PSC Est. Start Date: 07/01/2020

PSC Est. End Date 12/31/2029

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The San Francisco International Airport ("SFO") is seeking a contractor to act as the Trustee and Issuing and Paying Agent in connection with its SFO Subordinate Commercial Paper Notes, Series A, B, and C (the "Notes" or "CP Program"). The contractor will establish and maintain the necessary accounts relating to the CP Program and serve as its trustee. The Paying Agent is required to establish and maintain the funds and accounts relating to the Notes. Additional funds and accounts may be required if the Airport Commission authorizes other series of Subordinate Bonds in the future.

The CP Program plays a key role in financing the Airport's Capital Improvement Plan. The Airport Commission established the CP Program in 1997 to provide short-term financing for Airport capital improvements and intends to continue issuing notes from time to time to finance capital projects.

B. Explain why this service is necessary and the consequence of denial:

Under the Airport Commission's Master Subordinate and First Supplemental Resolutions (Nos. 97-0146 and 97-0147, as amended and restated by Resolution No. 09-0088), the Trustee and Issuing and Paying Agent is required to establish and maintain the funds and accounts relating to the CP Program. Per the above mentioned resolutions, the services of an issuing and paying agent and trustee is required in the administration the Notes. Denial of this service would cause the Airport to lose its low-cost, short-term financing mechanism that has been in use since 1997.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This service has been provided in the past through PSC # 4011-10/11.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The duration of the PSC will allow the long term and continued support of the Airport's Commercial Paper Program (CP) which is used to finance projects such as: terminal renovation projects, airfield and runway improvements, Airport's noise insulation program, and facility maintenance projects.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

B. Explain the qualifying circumstances:

A Trustee and Issuing and Paying Agent is required to establish and maintain the funds and accounts relating to the Airport's CP Program and the administration of notes. There are no Civil Service classifications that meet the minimum and specific requirements of a trustee and/or an issuing and paying agent in order to perform this work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Banking expertise, specifically with trustee banking and administration services is required for the Airport's CP Program. Contractors must comply with the following minimum and specific requirements outlined in Section 17.03 of the Subordinate Resolution: Trustee • A trust company or bank having the powers of a trust company qualified to do and conduct trust business within the State of California; and • Having an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$50,000,000. Issuing and Paying Agent • A commercial bank or trust company, having an office in New York, New York; • A corporation or national banking association organized and doing business under the laws of the United States of America or of any

state with a combined capital and surplus of at least \$50,000,000; and • Authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by federal or state authority.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1117, Dep Dir for Investments, Ret; 9255, Airport Economic Planner; 9258, Airport Asst Dep Dir, Bus&Fin;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None, as there are no Civil Service classifications that meet the minimum and specific requirements of a trustee and/or an issuing and paying agent.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable as the work must be performed by a trustee and issuing and paying agent, and they must meet the minimum and specific requirements of a Subordinate Bond Trustee and/or an Issuing and Paying Agent, per the above mentioned bond resolutions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. Training will not be provided as part of these services as City staff cannot perform this work.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/02/2020, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; Professional & Tech Engrs, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: P.O. Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49706 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/01/2020

Receipt of Union Notification

Receipt of Notice for new PCS over \$100K PSC # 49706 - 19/20

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

cynthia.avakian@flysfo.com <cynthia.avakian@flysfo.com>

Thu 4/2/2020 3:30 PM

To: Cynthia Avakian (AIR) <cynthia.avakian@flysfo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; Christina@sfmea.com <Christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; Janelle Dung-Sapantay (AIR) <janelle.dung-sapantay@flysfo.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 49706 - 19/20 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49706 - 19/20 for \$500,000 for Initial Request services for the period 07/01/2020 – 12/31/2029. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/14729> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4011-10/11)

Type of Approval: [] Expedited [x] Regular ([] Omit Posting)

Type of Service: Commercial Paper Program Issuing and Paying Agent Services.

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 08/01/10 - 07/31/15 (5 years)

PSC Mod#1 Amount: \$100,000

PSC Mod#1 Duration: 08/01/15-07/31/20 (5 years 2 days)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 10 years 2 days

1. Description of Work

A. Scope of Work:

Issuing and Paying Agent Services are required for the Airport's Commercial Paper (CP) Program (paper sold for immediate cash needs). Under the Commission's Master Subordinate (No. 97-0146) and First Supplemental (No. 97-0147 and as amended and restated by No. 09-0088) Resolution, the Issuing and Paying Agent is required to establish and maintain the funds and accounts relating to the CP Program. As an issuing and paying agent, the firm will facilitate the settling of commercial paper by carrying out the exchanges between issuer, investor and dealer required to transfer commercial paper for funds. The CP program allows the Airport to borrow money for financing Airport projects such as terminal renovation projects, airfield and runway improvements, noise programs to insulate homes, and various facility maintenance projects.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary because the Security and Exchange Commission (SEC) rules mandate that a third party institution facilitate the settling of CP by processing the exchanges between the Airport as an issuer, the investors who purchase the CP, and the dealers who remarket the CP. Issuing and Paying Agent services are required to transfer the CP proceeds among these participants. The consequence of denial would make it impossible to continue the Airport's CP program, and the Airport would not have a low-cost, short-term liquidity mechanism.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. Yes. PSC 4011-10/11

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at the Airport.

2. Union Notification: On 04/21/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4011-10/11

DHR Analysis/Recommendation:

06/15/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 06/15/2015

06/15/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Corporate Trust banking expertise, specifically with trustee banking and administration services. The Airport Commission's CP Program requires a trustee bank to establish and maintain the funds and accounts relating to the CP Notes. The Airport is bound by this legal requirement to maintain a CP program. Interested firms must comply with the following minimum requirements: (Please see attachment)

B. Which, if any, civil service class(es) normally perform(s) this work?

none,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The City and County does not have the authority to perform the services of a Subordinate Bond Trustee and/or an Issuing and Paying Agent.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, because the Airport must have a third-party perform the administration of the CP's funds and accounts.

5. Additional Information (if "yes", attach explanation)

YES NO

- | | | |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?
See attached document. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? US Bank currently provides this service. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 04/21/15 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: P.O. Box 8097 San Francisco, CA 94128

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Automated Fare Control Equipment Maintenance

Funding Source: Operating Funds

PSC Duration: 2 years 52 weeks

PSC Amount: \$2,750,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The SFMTA seeks a contractor to provide maintenance and repair services for the Automated Fare Collection (AFC) equipment at its metro rail subway stations, one-time training services to transition first-line maintenance to SFMTA staff, and optional services to update ticket vending machines with credit card zip code authentication.

AFC equipment consists of Ticket Vending Machine (TVM), Reversible Fare Gates, Station Agent Gates, and Station Operations Control Unit. Hardware maintenance must include maintenance strategy; corrective maintenance; preventive maintenance; configuration monitoring to comply and communicate with NextFare software; spares inventory; systems monitoring; and Maintenance Help Desk (METRIX) implementation and management. The contractor will also be required to submit weekly maintenance reports as outlined by SFMTA. Contractor, per the agreed schedule and timeline, is responsible to train SFMTA personnel for First Line Maintenance tasks of TVM's and Fare Gates, work that was previously done by Cubic personnel under contract with the Metropolitan Transportation Commission.

The contractor is also required to maintain an agreed-upon service level availability and response and repair time. If repair services are out of scope, upon authorization by SFMTA for work, the contractor is responsible to provide necessary personnel, support equipment, and all tools and materials.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary for Muni customers to purchase fare tickets at TVM's to ride Muni subways and to enter rail stations through fare gates. The service also enables SFMTA to collect monies from TVM's and manage rail stations for fare collection through entry points. In the absence of this service, customers who need Limited Use (LU) tickets or add value to Clipper will not be able to purchase fare tickets to ride the subway. When faregates or any unit to control fare gates fail to let riders in and out of the stations, customers will face delays or try to force their entry/exit, further damaging equipment. Non-functioning TVM's and faregates cause inconvenience and detract from the reliable service SFMTA aims to provide to its transit riders. Perception of unreliable service ultimately has the potential of driving away customers, thus reducing revenue for SFMTA to cover its operating costs. More importantly, it also takes away from the agency's strategic goals to "make transit and other sustainable modes of transportation the most attractive and preferred means of travel" and to "improve the quality of life and environment in San Francisco and the region."

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The service has previously been provided under a contract between the Metropolitan Transportation Commission (MTC) and Cubic as part of the regional Clipper Fare Collection contract. MTC has entered into a new agreement with Cubic for the development of a next-generation system. TVM and faregate maintenance support are not included in the new contract. This work has never been performed by City and County employees, however, as part of this proposal, the SFMTA intends to absorb first-line maintenance tasks and have this work performed by Senior Fare Collection Receivers (Class 9116). It is estimated this work will require two to three additional full-time positions.

D. Will the contract(s) be renewed?

No, the term of the contract will be three years, two years plus one additional one-year option. The total amount included represents the initial term, plus extension.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The SFMTA is unable to provide the level of maintenance required in the scope of services due to the proprietary nature of the system. As part of this contract, however, the SFMTA will be absorbing the first-line maintenance support within the Revenue Operations Section.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Required skills include engineering knowledge of proprietary Cubic Transportation Systems' software and hardware systems for TVM's and Fare Gates.

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

The agency and the City do not have the capacity or the resources with technical knowledge to maintain and repair TVM's and Fare Gates, which are proprietary equipment and systems. In order to bring some functionalities in-house, this new agreement will require the Contractor to train Senior Fare Collection Receivers for many First Line Maintenance functionalities that require basic technical skills and knowledge of current TVM's and Fare Gates.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

No Civil Service class exists in the City with technical engineering knowledge of current TVM's and Fare Gates, which are proprietary equipment and systems of Cubic Transportation Systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service as hardware and software components of TVM's and Fare Gates are proprietary equipment and systems of Cubic Transportation Systems

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor will train staff in the) 9116 Senior Fare Collections Receiver classification to perform First Line Maintenance. This training covers how to perform minor maintenance tasks like clearing jams, re-stocking supplies, and light preventative maintenance. 40 hours of classroom training and an additional 160 hours of field training will be provided for each staff member.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 03/04/2020, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 S Van Ness Ave, HR ELR, 6th Fl, 6029 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44950 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/01/2020

Receipt of Union Notification

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Wednesday, March 4, 2020 1:26 PM
To: Nuque, Amy; Meyers, Julie (HSA); seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44950 - 19/20

RECEIPT for Union Notification for PSC 44950 - 19/20 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44950 - 19/20 for \$2,750,000 for Initial Request services for the period 07/01/2020 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/14649> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Alameda County Resource Conservation District Natural Resources Management (CS-1217)

Funding Source: Water Enterprise Operating/Capital Budgets

PSC Duration: 10 years 1 day

PSC Amount: \$15,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The SFPUC has a long standing partnership with the Alameda County Resource Conservation District (ACRCD) to work cooperatively to protect and improve the natural resources of the Alameda Creek watershed. The ACRCD provides specialized services with a unique perspective as a trusted ally with the agricultural community and local and State government when it comes to natural resource conservation and watershed education and outreach programs. The SFPUC seeks to retain the services of the ACRCD to work closely with SFPUC staff to assist with coordinating natural resource protection and management projects and education programs and meet monitoring requirements for permits related to Water System Improvement Program (WSIP) projects. These project categories include: Watershed Restoration Projects; Watershed Resources Monitoring and Management; Data Management and Analytical Services, Watershed Planning and Regulatory Compliance Support and Education and Outreach.

ACRCD staff will assist SFPUC staff with specialized, scientific, biological, educational and other technical expertise to implement coordinated resource management projects. The ACRCD will assist in the planning and design of variety of watershed restoration projects, environmental monitoring, surveys and studies, lead research and assessments, and development of education programs to enhance public awareness of watershed resources, their protection and restoration. These technical services will be used to perform highly specialized and technical expertise that staff does not possess.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to support as-needed watershed management, education and permit compliance projects. : (1) The ACRCD will supplement full-time staff during peak field and report preparation times; (2) The ACRCD will provide knowledge and expertise for short-term projects not required on a full-time basis. If the contract is denied important watershed management projects will not be completed putting the health of the watershed at risk and the SFPUC will not be able to meet its permit requirements without hiring and firing seasonal workers and technical experts.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

These services have been provided through a Memorandum of Understanding (MOU) with the ACRCD since 2009. This PSC 47724 - 19/20 is the first PSC requested for this service.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

Duration of 10 years was selected to support the need to implement as-needed projects and ensure that permit requirements can be fulfilled.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

Since 2009, the SFPUC has been partnering with the ACRCD to work cooperatively to protect and improve the natural resources of the Alameda Creek watershed. Due to the ACRCD's ability to provide specialized services with a unique perspective, they have become a valuable partner in developing and implementing natural resource conservation and watershed education and outreach programs. They have been able to provide technical expertise on specialized projects, as well as support as-needed, intermittent work that needs to be completed in a timely manner.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Botany - plant community assessment, vegetation monitoring, rare and endemic plant species surveys and management Restoration Biology - endangered species monitoring, habitat restoration, invasive plant management, process and synthesize complex data into practical strategies for restoration monitoring and management. Pond Restoration - familiar with USDA Natural Resources Conservation Service technical guidelines and US Army Corps of Engineers requirements Interpretive Planning - knowledge of interpretive planning principals including developing a Master Plan, mission and vision, goals and objectives and design development of interpretive media Hydrology - watershed science, creek and wetland surveying, collecting stream channel profiles Environmental Planning - knowledge of permitting requirements, expertise in land use and analyzing environmental impacts
- B. Which, if any, civil service class(es) normally perform(s) this work? 1804, Statistician; 1806, Senior Statistician; 2483, Biologist; 2484, Biologist III; 2485, Supv Biologist; 5203, Asst Engr; 5207, Assoc Engineer; 5216, Chief Surveyor; 5277, Planner 1; 5278, Planner 2; 5291, Planner 3; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 5320, Illustrator and Art Designer; 5330, Graphics Supervisor; 5601, Utility Analyst; 5602, Utility Specialist; 5620, Regulatory Specialist; 5640, Environmental Spec; 5642, Sr. Environmental Spec; 5644, Principal Environ Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The ACRC D may install measuring devices (flow meters, piezometers, soil moisture probes), monitoring devices (wells, cameras, traps) and experimental devices to support wildlife habitat (artificial nests, roosts, burrows).

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Whenever possible we have used City resources to conduct this work including Biologists, Planners, Engineers etc. Most often staff is working at capacity on other assignments and do not have the bandwidth to work on these project. For some of the work, the ACRC D is best positioned to do the project because of their specialized knowledge, and their relationship with Federal and State agencies and the local agricultural community.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The Biologist could do some of the work listed in the scope of work, however they are currently working at capacity on other assignments. Other projects, like the pond restoration, requires working with the USDA Natural Resources Conservation Service which has very specific guidelines and requirements for conducting the work. The ACRC D staff has many years of experience implementing these kinds of projects that the SFPUC staff doesn't have at this time.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. For some of the projects civil service classes already exist and this contract will supplement episodic work. Due to the fact that some work requires highly specialized knowledge and expertise as well as it being intermittent and conducted on as-needed basis, it would not be practical to adopt a new civil service class to perform this work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. The ACRC D staff and SFPUC staff will be working together closely on many of the projects and there will be opportunities for knowledge transfer and "Lunch & Learn" events.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 05/07/2020, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sflower.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47724 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/01/2020

Receipt of Union Notification

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
To: Irwin.William; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Irwin.William; DHR-PSCCoordinator, [DHR\(HRD\)](mailto:DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 47724 - 19/20
Date: Thursday, May 7, 2020 3:40:42 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 47724 - 19/20 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47724 - 19/20 for \$15,000,000 for Initial Request services for the period 07/01/2020 – 06/30/2030. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/14933> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

[Home](#) > Union Receipt: 47724 - 19/20

Union Receipt: 47724 - 19/20

Posted May 7, 2020 - 17:03 by [tmathews21](#)

30 Day waiver - PLEASE CHECK the box if you agree to waive your 30 day right: Yes, I waive my rights to the 30 day period

Union Contact (verify correct user name): [tmathews21](#)

Modified PSC Record:

Initial PSC Record: [47724 - 19/20](#)

Date Accessed: May 7, 2020

Additional Attachment(s)

MEMORANDUM OF UNDERSTANDING
by and between the
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT
and the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
to plan, design and implement

→ **COORDINATED NATURAL RESOURCES MANAGEMENT PROJECTS**

This Memorandum of Understanding (MOU) is made and entered into by and between the Alameda County Resource Conservation District (ACRCD) and the San Francisco Public Utilities Commission (SFPUC) for the purposes of coordinating and furthering watershed resources management especially within lands associated with the operation of the SFPUC water system.

WHEREAS, SFPUC operates water supply facilities within the Tuolumne River, Alameda Creek, and Peninsula watersheds and has a mission to serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water while responsibly managing the resources - human, physical and natural – entrusted to its care; and,

WHEREAS, SFPUC has adopted the Water Enterprise Environmental Stewardship Policy and the Alameda and Peninsula Watershed Management Plans and initiated the Watershed and Environmental Improvement Program (WEIP) to more proactively manage, protect and restore environmental resources affected by SFPUC operations;

WHEREAS, SFPUC has a requirement to develop and implement mitigation plans, and the Habitat Reserve Program (HRP), under the Water System Improvement Program (WSIP); and,

WHEREAS, ACRCD, working with USDA Natural Resources Conservation Service (NRCS) has a mission to provide leadership in Alameda County and the region regarding natural resources conservation and agricultural enhancement through education, outreach, resource services and technical assistance, partnerships and funding; and,

WHEREAS, SFPUC, ACRCD and NRCS have similar natural resource conservation goals including, but not limited to, water quality protection, fire protection, grazing operations, riparian/wetland enhancement, aquatic and upland habitat enhancement, public outreach and education and integrated watershed resources management; and,

WHEREAS, SFPUC, ACRCD and NRCS are working cooperatively to protect and improve watershed values by operating more effectively and efficiently to meet mutually shared and beneficial organizational goals and objectives; and,

WHEREAS, ACRCD and NRCS are recognized as conservation leaders by their peer organizations and private landowners in Alameda County;

NOW, THEREFORE, it is mutually agreed and understood as follows:

Section 1: Authority of Parties

- 1.1 The SFPUC is responsible for managing San Francisco's municipal utilities pursuant to the Charter of the City and County of San Francisco ("City").
- 1.2 The ACRCDD is a special purpose district as set forth in Division 9 of the California Public Resources Code.

Section 2: Definitions

The abbreviations and capitalized words and phrases in this MOU shall have the following meanings:

- 2.1 **"ACRCDD"** means the Alameda County Resource Conservation District.
- 2.2 **"Construction Funding"** means funding provided by the SFPUC for ACRCDD's implementation and oversight of Projects under this MOU that may be authorized on a Project-by-Project basis by the SFPUC.
- 2.3 **"Contractor"** means licensed contractors chosen by the ACRCDD, using Planning Funding and Construction Funding provided by the SFPUC, to plan, design and implement mutually agreed upon Projects.
- 2.4 **"NRCS"** means the United States Natural Resources Conservation Service, an agency of the United State Department of Agriculture.
- 2.5 **"Parties"** means the ACRCDD and the SFPUC.
- 2.6 **"Planning Funding"** means funding provided by the SFPUC to cover all expenses incurred by ACRCDD that are required to design, permit, conduct necessary environmental review and other pre-construction expenses for the Projects contemplated as a result of this MOU, as set forth in the fee schedule attached to this MOU as Exhibit A.
- 2.7 **"Project"** or **"Projects"** means the coordinated natural resource management projects, programs and plans that the Parties may agree to design, permit, and implement using SFPUC funding under this MOU.
- 2.8 **"SFPUC"** means the San Francisco Public Utilities Commission.

Section 3: Goal and Objectives of Coordinated Natural Resources Management Under This MOU

3.1. Goal:

- Protect and restore lands and natural resources especially those associated with the operation of the SFPUC water system using the SFPUC funding authorized under this MOU and the expertise of the ACRCDD in planning and implementing restoration Projects.

3.2. Objectives: Planning and implementing of watershed restoration Projects within ACRCDD's jurisdiction and consistent with the ACRCDD's mission and Public Resource Code Section 9151 that will result in:

- Improved management of activities to protect source water quality, native species and their habitat.
- The identification of watershed lands critical to restoration and protection of source water quality or key ecosystem restoration needs and restoration priorities.
- Enhanced public awareness of watershed resources, their protection and restoration efforts.

Section 4: Funding for Design and Implementation of Projects

4.1 Total SFPUC Contribution; Not To Exceed Amount: The SFPUC's total contribution (consisting of Planning Funding and Construction Funding) to the ACRCDD shall not exceed \$2,000,000.

4.2 Fiscal Limitations: THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS MOU. This MOU is subject to the fiscal provisions of the City's charter and the budget decisions of its Mayor and Board of Supervisors. No funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This MOU shall automatically terminate, without liability to the City, except for work actually performed by the ACRCDD, after this document is signed by the parties, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The City's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. The City, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this MOU is amended in writing and approved as required by law. Without such an amendment or approval, the City shall not be required to provide Construction Funding or Planning Funding to ACRCDD. The City, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 4.1. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the City shall not be required to provide such additional funding.

Likewise, the ACRC D is also obligated to be fiscally responsible consistent with the budget decisions of its Board. In connection with this MOU, the ACRC D has made its best efforts to present a reasonable budget that should allow the ACRC D to accomplish the tasks set forth in this MOU. However, in the event that the ACRC D subsequently determines in its reasonable judgment that the total budgeted cost of the services or materials to be provided by the ACRC D under this MOU is expected to exceed the SFPUC's total obligation as set forth in this MOU, then the ACRC D shall promptly notify the SFPUC of the anticipated or actual increased or excess cost. The ACRC D and the SFPUC then shall work together to find a mutually agreeable funding source or other solution to meet the increased or excess cost. If, after fifteen (15) days (or additional time as may be mutually agreed to in writing by the Parties), a mutually acceptable funding source or other solution is not identified by the Parties, then (1) this MOU shall be deemed terminated by mutual consent without additional cost or penalty to either Party (2) ACRC D shall cease any further work under this MOU and (3) ACRC D's obligations under this MOU shall cease, subject to a written agreement of or amendment to this MOU by the Parties. Thereafter, the ACRC D shall either (a) submit a final billing for services performed and/or materials provided up to the date of termination for SFPUC's review and approval, after which the SFPUC shall pay that invoice within thirty (30) days, or (b) refund to the SFPUC any SFPUC funds remaining on deposit with ACRC D under this MOU within thirty (30) days of said termination.

4.3 **Initial Increment and Disbursement of Planning Funding:** Upon the approval of this MOU and submittal of an invoice, the SFPUC will advance an initial increment of Planning Funding to the ACRC D totaling \$20,000. The SFPUC will disburse additional Planning Funding to ACRC D as expenses are incurred under approved task orders. ACRC D and SFPUC shall jointly approve each task order and an associated budget estimate. Following task order approval, the ACRC D will undertake the work and invoice the SFPUC for work performed by Contractors and the ACRC D on a monthly basis in accordance with section 4.10 of this MOU and the fee schedule attached as Exhibit A. SFPUC shall pay all invoices within thirty (30) days of receipt. The ACRC D shall use the Planning Funding solely in accordance with the fee schedule attached hereto as Exhibit A for the planning, design and environmental review of the following types of Projects as agreed to in writing by the Parties. In no event will Planning Funding be used for Project implementation by the ACRC D.

4.3.1 **Watershed Restoration** - provide assistance with the planning and design of watershed restoration Projects consistent with ACRC D's mission and Public Resource Code Section 9151. Projects may include but not be limited to:

- Assist in the development of partnerships with local, state, and federal agencies and private landowners to develop and implement land use strategies that further the goals of both agencies.
- Work closely with SFPUC tenants in developing conservation plans which address range management techniques to improve sustainable forage production and species composition and to promote proper grazing methods to protect against soil erosion and to protect water quality.
- Develop and implement an inventory and monitoring strategy to determine natural

resources conditions and trends and to assist in prioritizing conservation efforts in the watershed, including but not limited to water quality sampling, creek surveys and vegetation monitoring.

- Develop conservation and restoration practices to protect and enhance riparian and wetland areas for ecological resource protection.
- Develop strategies for enhancement of native species and their habitats.
- Develop conservation and restoration practices to protect from surface soil erosion and improve and protect water quality.
- Provide assistance in the planning and design of restoration Projects and necessary environmental review.
- Development of designs for bridges over low water creek crossings.
- Design of fencing along creeks and designs for alternative, off-site livestock and wildlife water sources.
- Development of Project descriptions for native plant nurseries, seed collection and propagation in the Alameda Creek and Peninsula Watersheds.
- Development of a vegetation management plan including: fire management, non-native invasive species and special status species.
- Conduct a Historical Ecology study of the Alameda Creek Watershed.
- Fund small research and conservation Projects.
- Development of Plans and Specifications for enhancement Projects, including compensation actions.
- Preparation of CEQA documents for enhancement Projects.

4.3.2 **Education and Outreach** - provide assistance with education and outreach efforts to achieve the above objectives. Projects may include but not be limited to:

- Provide assistance in notifying property owners about potential land protection opportunities (e.g. fee and/or easement).
- Planning and design of Watershed Interpretive Centers.
- Develop and implement a comprehensive Watershed Awareness Program to educate the general public and school age children about SFPUC operations and land and natural resource issues.

4.3.3 **Cost Share** - utilize cost share programs, where appropriate, to help fund Projects:

- Work with the NRCS to determine utilization of Federal cost share and Conservation Technical Assistance programs to help support SFPUC Projects/programs.
- Support legislative efforts to seek out state or Congressional funding.

4.3.4 **Annual Reporting** – provide an annual report describing the status of activities implemented during the year.

4.4 **Environmental Review of Projects; ACRC D Lead Agency Status:** The expenditure of Planning Funding may result in the development of Project descriptions that include activities that may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. In that event, the ACRC D shall serve as lead agency for preparation of any CEQA documentation required for Project approval. ACRC D shall independently evaluate the need for CEQA review and

documentation consistent with its mission and Public Resource Code Section 9151 and Sections 21000 et seq.

In connection with CEQA review for Projects located on SFPUC-owned watershed lands, the City, by and through the San Francisco Planning Department ("Planning Department") shall act as a responsible agency in consultation with the ACRC. The ACRC shall enter into a letter agreement with the Planning Department, prior to beginning CEQA review of each Project, regarding (1) the level of environmental review required for the Project under CEQA and (2) advance review and comment, prior to publication, of any administrative draft environmental documents for any Project by the Major Environmental Analysis section of the Planning Department. The Planning Department shall promptly review all documents and other material submitted by ACRC pursuant to any such letter agreement. ACRC shall not be responsible for any delay, or damages caused by any delay, of those Departments in completing its/their review of the submitted documents or material.

For Projects located on SFPUC-owned watershed lands, in the event that:

1. the Planning Department, acting as a responsible agency under CEQA, determines that (i) the level of environmental review required for the Project under CEQA or (ii) the extent of mitigation measures required to reduce or eliminate significant environmental impacts under CEQA is less than or is less extensive than that determined necessary by the ACRC as lead agency, or
2. the SFPUC determines that the Project should go forward, with or without mitigation, when the ACRC determines that the "no project" alternative is preferred under CEQA, then the ACRC shall be excused as the lead agency under CEQA with no cost or penalty to the ACRC, and the Planning Department shall assume all CEQA responsibilities as lead agency for the Project. The SFPUC shall indemnify, defend and hold harmless the ACRC from and against all CEQA related claims, lawsuits, costs, penalties, causes of action, demands, losses and liability caused by or arising out of or related to the Planning Department's or SFPUC's determination under either 1 or 2 above.

Alternatively, for projects located on SFPUC-owned watershed lands, in the event that:

1. the Planning Department determines that (i) the level of environmental review required for the Project under CEQA or (ii) the extent of mitigation measures required to reduce or eliminate significant environmental impacts under CEQA is more than or is more extensive than that determined necessary by the ACRC as lead agency, or
2. the SFPUC determines that the Project should not go forward and the "no project" alternative is preferred under CEQA, then the ACRC shall adopt the determination by the Planning Department or SFPUC and the ACRC shall complete the CEQA process as lead agency conforming to that determination.

Notwithstanding the foregoing, either Party retains the right to terminate this MOU or terminate either or both of the written agreements required by Sections 4.3 or 4.4, above,

at no additional cost or penalty, if that Party determines that (i) the actual cost or expense of proceeding with or completing any work contemplated under those sections for a Project will exceed or does exceed the budgeted or anticipated costs or expenses of the work for the Project or (ii) the actual scope of work for the Project will exceed or does exceed the budgeted or anticipated scope of work for the Project.

- 4.5 **Issuance of Construction Funding by SFPUC:** The SFPUC will not approve issuance of Construction Funding for any Project located on SFPUC owned watershed lands until there has been complete compliance with CEQA and the City's Environmental Quality Regulations (San Francisco Administrative Code Section 31). If any Project on SFPUC watershed lands is found to cause significant adverse impacts that have not been mitigated, the City retains absolute discretion, subject to the provisions of Section 4.4 above, to: (1) modify the Project to mitigate significant adverse environmental impacts, (2) select feasible alternatives which avoid significant adverse impacts of the Project, (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the Project, as identified upon environmental evaluation in compliance with CEQA and the City's Environmental Quality Regulations, (4) reject the Project as proposed if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the Project, or (5) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts.

Construction Funding shall be paid to the ACRCDD by the SFPUC on a Project-by-Project basis and shall be paid in a lump sum in advance to the ACRCDD or as otherwise agreed to by the Parties pursuant to a separate written agreement. The ACRCDD shall not be required to proceed with the construction or implementation of any Project until actual receipt of Construction Funding.

- 4.6 **Administration of Contracts to Expend Planning Funding and Construction Funding:** The ACRCDD shall act as the contracting entity and project manager for Contractor(s) selected to design, engineer, and implement any Projects selected by the Parties under Section 4.2. The ACRCDD shall use the contract templates for professional and contractor services attached hereto as Exhibits B and C, respectively.

Prior to submission to any third party (architect, engineer, contractor, etc.) to be retained by the ACRCDD for any Project, the ACRCDD shall submit to the SFPUC (or its designated representative) for its review and approval all contract templates that have been modified or customized (i.e. where the template is used but Project-specific information or details have been added) by ACRCDD staff for a particular Project.

In addition, ACRCDD shall submit to the SFPUC (or its designated representative) for its review and approval all contract templates that have been provided to a third party (architect, engineer, contractor, etc.) to be retained by the ACRCDD for any Project whenever the third party proposes to modify in whole or in part the terms of the contract templates attached hereto as Exhibits B and C.

The SFPUC (or the designated representative) shall approve or disapprove the proposed modified or customized contract template form within fourteen (14) days of receipt of the document or the document shall be deemed approved by the SFPUC.

In the event that SFPUC (or the designated representative) does not approve the proposed modified or customized contract template form, then the ACRCDC shall use its best efforts to negotiate an alternative agreement, if possible, that is acceptable to the ACRCDC and the third party. That alternative agreement shall be submitted to the SFPUC (or its designated representative) for its review and approval. If the SFPUC (or the designated representative) does not approve the alternative agreement within 7 days of receipt, or if the ACRCDC and the third party are not able to agree on language for an alternative agreement, then the ACRCDC shall terminate the Project with no cost or penalty to the ACRCDC.

- 4.7 **Hold Harmless and Liability:** ACRCDC and SFPUC each agree to mutually indemnify, defend at its own expense, including attorneys' fees, and hold the other harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act, error or omission, or willful misconduct of itself, its officers or employees, or any of its agents acting pursuant to this MOU.
- 4.8 **Cooperation Regarding Public Relations and Outreach:** The Parties will work cooperatively with each other to jointly review and approve all press releases and other information created for public consumption concerning Projects and programs implemented pursuant to this MOU.
- 4.9 **Relationship of Parties With Respect to Funding:** The obligation of each party to make payments under the terms and provisions of this MOU is an individual and several obligation and not a joint obligation with those of the other parties. Each party shall be individually responsible for its own obligations under this MOU. No party shall be under the control of or shall be deemed to control any other party or parties collectively. No party shall be the agent of or have the right or power to bind any other party without such party's express written consent, except as expressly provided in this MOU. In the event any party or entity fails to make any payments referenced in this MOU, the ACRCDC shall have the right to terminate this MOU. If so terminated, the SFPUC and the City shall only be responsible for reimbursing any party or other entity for any amounts or payments received after deduction for work, including but not limited to administration, which was performed under this MOU prior to such termination.
- 4.10 **Invoices:** All ACRCDC contracts shall require the Contractors to submit monthly invoices. The invoices shall set forth in detail the work performed, materials used, and the expenses incurred by the Contractors, as well as the amount of total billings to date and the remaining balance in the contract. The ACRCDC's contract with any Contractors shall allow the Parties the right to audit the Contractor's books and records regarding the costs of any projects for a period of at least three years following completion of the

contract.

- 4.11 **Project Recognition:** SFPUC shall retain all ACRCDD and NRCS identifying marks, logos, and symbols on engineering designs, standards, specifications and practice application sheets developed and utilized by ACRCDD and NRCS for this project. In addition, SFPUC will credit ACRCDD and NRCS on any and all NRCS developed designs. SFPUC and ACRCDD shall respect and credit the proprietary rights of any third parties in any pre-existing materials.
- 4.12 **Project Outreach:** SFPUC agrees to allow a project construction sign on the site that recognizes the Project and the ACRCDD and/or NRCS's role. Further, SFPUC agrees that SFPUC and/or the ACRCDD may utilize the project and its separate elements for educational outreach and public relations purposes.

Section 5: Notice and Contacts

With the exception of notice required under Section 4.6.2, any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended; or on the same day as a facsimile transmission is sent as long as original is placed in the mail on the same day.

For purposes of this MOU, the following persons are authorized representatives of their respective agencies.

ACRCDD:

Karen Sweet (or designee)
Executive Officer
Alameda County Resource Conservation District
3585 Greenville Road, Suite #2
Livermore, CA 94550-6710

SFPUC:

Tim Ramirez
Manager, Natural Resources and Lands Management Division
Water Enterprise, San Francisco Public Utilities Commission
1145 Market Street, 4th Floor
San Francisco, CA 94102
415-554-3265 (telephone)
415-934-5770 (facsimile)
TRamirez@sfwater.org

City and County of San Francisco, City Attorney's Office:

Joshua Milstein
Deputy City Attorney
1390 Market Street, Suite 418

San Francisco, CA 94102
415-554-4211
415-554-8793
Joshua.D.Milstein@sfgov.org

Any party may change such address by notice given to the other party as provided herein.

Section 6: General Provisions Governing MOU

- 6.1 **Term:** The term of this MOU shall be for sixty (60) months from the date of execution by the Parties. Either party may terminate this MOU with cause upon provision of seven days' written notice to the other party. The expiration of the term of this MOU shall not relieve the ACRCDC of any post-termination responsibilities or work that both (1) are required by federal and state permitting agencies and (2) for which ACRCDC has actually received payment in advance by the SFPUC or the City. Provided, however, that prior to the issuance of notice of termination the issuing party shall provide written notice to the other party of such cause for termination and may request immediate action or cure or may establish a specific time period by which such action or cure must occur. If the party receiving notice fails to take prompt corrective action or otherwise pursue cure as requested in the written notice, the requesting party shall have the right to issue the seven-day notice of termination.
- 6.2 **Amendment:** The Parties may agree to modify the terms of this MOU by written agreement authorized by the governing boards of both Parties.
- 6.3 **Assignment:** Neither this MOU nor any duties or obligations hereunder may be assigned or delegated unless first approved by all Parties by written instrument executed and approved in the same manner as this MOU.
- 6.4 **Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants or conditions of this MOU or the application of any such term, covenant or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those invalid provisions are not severable from all other provisions of this MOU.
- 6.5 **Construction of Terms:** This MOU is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.
- 6.6 **Good Faith:** Each party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.
- 6.7 **Tropical Hardwood and Virgin Redwood Ban:** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- 6.8 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

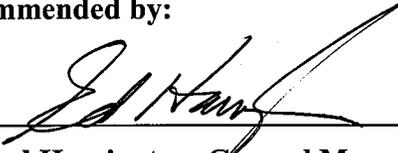
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION

ALAMEDA COUNTY RESOURCE CONSERVATION
DISTRICT

Authorized by the Alameda County Resource
Conservation District

Recommended by:



Edward Harrington, General Manager

Date _____

Adopted 11/17, 2008

By



Jocelyn Combs, President

Date

Alameda County Resource Conservation District

PUC Res. No. 08-0227

By Michael Housh, Secretary

Adopted December 9, 2008

APPROVED AS TO FORM

Richard E. Winnie, County Counsel

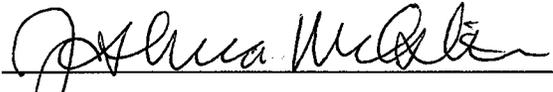
By: 

Andrea L. Weddle

Deputy County Counsel

APPROVED AS TO FORM

Dennis J. Herrera, City Attorney

By 

Joshua Milstein

Deputy City Attorney

EXHIBIT A
Schedule of ACRC D Charges

Personnel Category	Hourly Rate Range
Executive Officer	\$90 - \$115
Range Conservationist	\$75 - \$100
Resource Conservationist	\$75 - \$100
Accountant	\$75 - \$100
Outreach Coordinator	\$40 - \$65
Project Assistant II	\$35 - \$60
Project Assistant I	\$25 - \$50

Personnel Category	Hourly Rate
District Conservationist	\$50 - \$70
Ecologist	\$35 - \$60
Engineer	\$35 - \$60
Program Assistant	\$20 - \$35

- This fee schedule is subject to change as needed by the RCD Board of Directors and/or NRCS.
- This does not include sub-consultants whose rates will be billed at cost plus 10% overhead.
- Mileage will be at the current IRS rates which is currently \$.585/per mile and is subject to change when the IRS rates change.

Interest shall accrue on any past due account balance at the rate of 1.5% per month (18% per annum) after 60 days. In the event collection action becomes necessary, SFPUC agrees to pay all costs of collection, including attorney's fees.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Professional Services - Engineering Support & Software Maintenance

Funding Source: DEPT 263641, FUND 20500, AUTHORITY 15729

PSC Amount: \$5,000,000

PSC Est. Start Date: 07/01/2020

PSC Est. End Date: 06/30/2027

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The City seeks to retain the services of a qualified Proposer to design, code, implement, and manage a new Stormwater Data Management System and make modifications to the CC&B system and provide integration services to implement the Stormwater charge.

B. Explain why this service is necessary and the consequence of denial:

The SFPUC is updating the way we bill for sewer service charges to better align with CA Proposition 218 requirements. This project is required in order to upgrade our billing system to implement this billing change. This project will allow the SFPUC to charge residents and business owners based on their property attributes and allows for payers to dispute charges/apply for credits. This project will create a new internal and external facing portal and prepare our customer service employees to be prepared for fielding client questions.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

This is a new service. We currently bill for Stormwater, blended within the wastewater charges but this will bifurcate the charges into explicit stormwater and sanitary charges. This will require an update to the billing system and creation of a supporting stormwater run-off data management system.

D. Will the contract(s) be renewed?

Unknown

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This is the largest change to the Billing system that the SFPUC has experienced, especially for its wastewater services. The changes will have an impact to not only the Information Technology Services, but also the Customer Service Bureau, especially in the additional queries related to Stormwater charges portion of the wastewater bills. The project not only requires changes to the current billing system, but also requires building of a completely new supporting system, Stormwater Data Management System (SDMS). The project is scheduled for a seven-year period of which the first two are to build the changes for both the billing system and the new supporting system and then the next 5 years are to provide Managed Services for the operations of the SDMS.

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge. This project is short-term, as it is projected to take 2-years to update the billing system and create the supporting SDMS. Then the contractor will be responsible for managing the new system for the first 5 years.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This requires experience in the oracle billing system, gis data, developing and managing data management systems, managed services, training and the transfer of knowledge.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes - the new data management system will be hosted on the contractor's equipment.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

None. The work requires a specialized skill-set that does not exist internally. This project requires short-term work and the development work would not exist after completion.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Not applicable.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not applicable.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The employees in the Customer Service Bureau will be trained on the new internal and external facing systems so they can answer questions and guide rate payer on any user-interface questions they may have along with specifics to their billing.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Based on a review in PeopleSoft: 1000000144 - PUC HEALTH & SAFETY HAZ TRAIN Per PSC Reso 4078-12/13 approved on 04/08/2014 Per PUC Reso 17-0056 approved on 03/18/2017

7. Union Notification: On 03/02/2020, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kristen McGuire Phone: 415-551-4377 Email: kmcguire@sfgwater.org

Address: 525 Golden Gate, 5th Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49373 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/01/2020

Receipt of Union Notification

From: dhr-psccordinator@sfgov.org on behalf of kmcguire@sfwater.org
To: [McGuire, Kristen](mailto:McGuire_Kristen); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com;
tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; [McGuire, Kristen](mailto:McGuire_Kristen); DHR-PSCCoordinator, [DHR \(HRD\)](mailto:DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 49373 - 19/20
Date: Monday, March 02, 2020 4:53:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 49373 - 19/20 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49373 - 19/20 for \$5,000,000 for Initial Request services for the period 07/01/2020 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/14644> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

This is the largest change to the Billing system that the SFPUC has experienced, especially for its wastewater services. The changes will have an impact to not only the Information Technology Services, but also the Customer Service Bureau, especially in the additional queries related to Stormwater charges portion of the wastewater bills. The project not only requires changes to the current billing system, but also requires building of a completely new supporting system, Stormwater Data Management System (SDMS). The project is scheduled for a seven-year period of which the first two are to build the changes for both the billing system and the new supporting system and then the next 5 years are to provide Managed Services for the operations of the SDMS.

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 46201 - 15/16)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Multi-Disciplinary Engineering and Technical Services

Funding Source: Work orders

PSC Original Approved Amount: \$2,000,000

PSC Original Approved Duration: 02/01/16 - 01/31/19 (3 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 04/05/16-08/05/20 (1 year 26 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 04/05/16-01/29/21 (25 weeks 2 days)

PSC Cumulative Amount Proposed: \$2,000,000

PSC Cumulative Duration Proposed: 4 years 52 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Provide sporadic, as-needed specialized services in conceptual planning, existing street and utility systems, mapping, land transfers, infrastructure improvements, open space and parks plan review, infrastructure construction, and vertical construction interface, to support the Treasure Island Redevelopment Program. Work will include providing professional engineering, architectural and technical services related to the development and facilitation of submittal reviews. For example, work to be performed includes TIDA's responsibility for Sea Level Rise monitoring and provide noise, wind and vibration monitoring in order to prevent adverse impacts on the islands natural habitat, both plants and animals.

City employees will be the preferred provider for non-specialized services.

B. Explain why this service is necessary and the consequence of denial:

Contractors will provide important support for the Treasure Island Development Authority (TIDA). TIDA has multiple responsibilities for review and approval of the developer's team's submittals to implement the development in accordance with the Development and Disposition Agreement (DDA) and Development Agreement (DA) negotiated between the City and the developer and the agreements between the Developer and TIDA. Without this contract, TIDA will not be able to complete the work properly or in a timely manner, delaying development and resulting in failure of the City to meet DA/DDA contractual obligations.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

By contract

D. Will the contract(s) be renewed?

Unknown

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Please see attachment.

2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Services to be provided will either (a) require special skills that City employees do not possess, or (b) be needed during peak periods when City employees are not available to do the work.

B. Reason for the request for modification:

To extend duration

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: While the Scope of Work covers a range of services, it is predominantly Civil Engineering-related services. Engineering consultants must be licensed as Professional Engineers with registration by

the State of California as Professional Engineers in the respective disciplines. Architects must be licensed by AIA, and other specialists shall have the equivalent professional licenses to perform their respective expert services.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Civil service classes are applicable for some of the work. The City does not have classifications that perform the specialized work such as noise, wind and vibration analysis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: There is not sufficient need in the City for the specialized work, and the City does have civil services classes that perform the other work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
There is additional work needed.

7. Union Notification: On 04/27/20, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46201 - 15/16
DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 06/01/2020

Receipt of Union Notification

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
To: [Lubamersky, Joan \(ADM\)](mailto:Lubamersky.Joan.ADM); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, [DHR \(HRD\)](mailto:DHR)
Subject: Receipt of Modification Request to PSC # 46201 - 15/16 - MODIFICATIONS
Date: Monday, April 27, 2020 6:15:02 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period April 5, 2016 – January 29, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/12882>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.com

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Multi-Disciplinary Engineering and Technical ServicesFunding Source: Work ordersPSC Duration: 3 yearsPSC Amount: \$2,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide sporadic, as-needed specialized services in conceptual planning, existing street and utility systems, mapping, land transfers, infrastructure improvements, open space and parks plan review, infrastructure construction, and vertical construction interface, to support the Treasure Island Redevelopment Program. Work will include providing professional engineering, architectural and technical services related to the development and facilitation of submittal reviews. For example, work to be performed includes TIDA's responsibility for Sea Level Rise monitoring and provide noise, wind and vibration monitoring in order to prevent adverse impacts on the islands natural habitat, both plants and animals.

City employees will be the preferred provider for non-specialized services.

B. Explain why this service is necessary and the consequence of denial:

Contractors will provide important support for the Treasure Island Development Authority (TIDA). TIDA has multiple responsibilities for review and approval of the developer's team's submittals to implement the development in accordance with the Development and Disposition Agreement (DDA) and Development Agreement (DA) negotiated between the City and the developer and the agreements between the Developer and TIDA. Without this contract, TIDA will not be able to complete the work properly or in a timely manner, delaying development and resulting in failure of the City to meet DA/DDA contractual obligations.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Some years ago, during the development process for Mission Bay, as needed services like these were provided. For TIDA, many of the review services will continue to be done by City staff. Services to be provided under contract will be when specialized needs arise or when workload peaks preclude City staff from performing work.

D. Will the contract(s) be renewed?

Unknown

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

Please see attachment.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

Services to be provided will either (a) require special skills that City employees do not possess, or (b) be needed during peak periods when City employees are not available to do the work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: While the Scope of Work covers a range of services, it is predominantly Civil Engineering-related services. Engineering consultants must be licensed as Professional Engineers with registration by the State of California as Professional Engineers in the respective disciplines. Architects must be licensed by AIA, and other specialists shall have the equivalent professional licenses to perform their respective expert services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Most of the services for this project will be performed by City employees.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Civil service classes are applicable for some of the work. The City does not have classifications that perform the specialized work such as noise, wind and vibration analysis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. There is not sufficient need in the City for the specialized work, and the City does have civil services classes that perform the other work.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. This contract is to provide specialized services when City employees are not available to perform them or, in limited cases, when there are no City classifications that perform the work. Those specialized skills (e.g., specialized noise, wind, vibration analysis) are not required for City projects frequently enough to warrant training.

- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 12/07/2015, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46201 - 15/16

DHR Analysis/Recommendation:

action date: 03/07/2016

Commission Approval Required

Approved by Civil Service Commission

03/07/2016 DHR Approved for 03/07/2016