



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: June 30, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Cynthia Avakian, AIR  
Joan Lubamersky / Lynn Khaw, GSA  
Elisa Baeza, JUV  
Amy Nuque, MTA  
Monique Colon, HOM  
Shawndrea Hale / Daniel Kwon, PUC  
Kelly Hiramoto, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains eleven (11) 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 23/24 to date:

Total of this Report	YTD Expedited Approvals FY2023-2024	Total for FY2023-2024
\$1,633,335,000	\$8,557,389	\$1,752,007,389

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# POSTING FOR

July 17, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<u>46560 - 22/23</u>	AIRPORT COMMISSION	\$1,500,000,000.00	Design-Build (DB)/Project Management Support Services (PMSS) teams with demolition, parking garage, AirTrain, airport cargo facilities, airport ground service equipment maintenance facilities, office tower, and underground utility management expertise are required to manage the design, construction, activation, and commissioning of the new infrastructure as part of the West Field Area Projects ("Projects"). The Projects may include the construction a new 1,100 stall parking garage, upgrades to the West Field Road AirTrain station, construction of two new airport cargo facilities, construction of a new airport ground service maintenance facility, construction of a new 11-story office building, demolition of Airport Buildings 660, 676 , 624, and 730 (including hazmat abatement), and upgrades and/or replacement of all major utilities on West Field Road. Contractor may also provide partnering, stakeholder engagement, and project coordination to support the Projects. The total \$1,500,000,000 PSC Amount includes the full construction budget for the DB contract for the	September 1, 2023	August 31, 2028	REGULAR



<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Projects, of which design and PMSS will be approximately \$200,000,000.			
<a href="#">41550 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$4,600,000.00	Contractors shall provide towing, roadside assistance services, and storage for City-owned vehicles including light duty (Type I), medium duty (Type II), and heavy duty (Type V) for the City and County of San Francisco (the City), on behalf of Central Shops. These services shall be provided as-needed, 24/7, 365 days/year.	June 6, 2023	June 4, 2028	REGULAR
<a href="#">41669 - 22/23</a>	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$3,000,000.00	The awarded contractor/s will provide transportation services for unhoused adults and families using emergency shelter services with the Department of Homelessness and Supportive Housing (HSH) Homelessness Response System (HRS). Transportation services include shuttle services to and from shelter sites and other HRS support services sites. Transportation services are available to clients intermittently available during non-business hours.	July 1, 2023	June 30, 2028	REGULAR
<a href="#">47575 - 22/23</a>	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$300,000.00	Contractor will provide maintenance and repair services for recreational vehicles (RV) and trailers at an HSH emergency shelter site. These trailers were provided by the state of California to the City as temporary shelter for the City's most vulnerable populations at the beginning of the COVID-19 pandemic. The	July 1, 2023	June 30, 2024	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Contractor will provide maintenance and repairs to electrical and lights, heater and air conditioning, doors/locks, appliances, leaks, etc. The current shelter site is expected to close in December 2023 as HSH winds down it's COVID-19 response, however HSH needs the trailers temporarily beyond the close date until clients are permanently rehoused.			
			The Juvenile Probation Department (JPD) wishes to procure consulting services from qualified individuals to support the implementation of Phase II of its Racial Equity Action Plan (attached for reference). Consulting services shall include Training, Coaching, Facilitation, Technical Services, and Organizational Equity Development.			
<u>43586 - 22/23</u>	JUVENILE PROBATION	\$200,000.00	Phase II of the Racial Equity Action Plan will provide a more granular review of the intersection of department-specific employment decisions and race as well as gender, namely for hiring, promotions, professional development, terminations, exit interviews, and compensation decisions for department employees. The contracted consultant will provide assistance in operationalizing these goals, as well as provide JPD with tools to help foster inclusion and racial equity across the department. The contracted consultant will also provide coaching and	August 1, 2023	October 31, 2024	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			support actions plans that address barriers to hiring, develop supplemental questionnaires, and review minimum qualifications for positions at the department. All staff will benefit from these services - with some services focused deliberately on leadership staff. Services will be provided in-person and virtually, with hybrid options.			
<a href="#"><u>43002 - 22/23</u></a>	MUNICIPAL TRANSPORTATION AGENCY	\$250,000.00	To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency.	February 1, 2024	January 31, 2029	REGULAR
<a href="#"><u>45886 - 22/23</u></a>	PUBLIC UTILITIES COMMISSION	\$4,985,000.00	The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer to provide construction management (CM) staff augmentation services for the Harrison and Treat Box Sewer Project ("Project"). As part of the SFPUC's Sewer System Improvement Program (SSIP), and more specifically as a part of the Folsom Area Stormwater Improvements, the Project's primary goal is to mitigate flooding in the 17th Street and Folsom Street neighborhood area in San Francisco. The Project work focuses on improvements to over 12,000 linear feet of the area's existing sewer system, including deepening an existing reinforced	May 1, 2024	August 31, 2027	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			concrete and brick box sewer, installing new reinforced concrete box sewers, upsizing existing pipe sewers, and installing new auxiliary pipe sewers and junction structures. The CM staff augmentation services required for the Project include, but are not limited to, construction administration, construction inspection, construct contracts management, and project controls (construction scheduling and cost estimation). The SFPUC will manage the staff augmentation team during construction for the Project for approximately 3 years and 4 months.			
<u>41495 - 22/23</u>	MUNICIPAL TRANSPORTATION AGENCY	\$500,000.00	<p>(See attached "A. Concise Description of proposed Work")</p> <p>Contractor to provide budget support, financial reconciliation, and procedure documentation consulting services to the SFMTA's Finance &amp; Information Technology Division's Budget, Financial Projections, and Analysis Section (BFPA). The Contractor shall support BFPA during the budget season, assist in clearing the backlog of financial analysis, and document existing roles, policies, and procedures.</p> <p>Budget Support: The Contractor shall conduct an analysis of the SFMTA's FY18-19 and FY21-22 operating budget sources and uses them to propose zero-base budgeting for each Division. The</p>	October 1, 2023	October 1, 2025	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Budget Support objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.</p> <p>Financial Reconciliation: The Contractor shall conduct the following financial reconciliation analysis services for the SFMTA. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Financial Reconciliation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.</p> <p>Policy and Procedure Documentation: The Contractor shall assist BFPA in developing, documenting, and refining BFPA-related policies and procedures. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Policy and Procedure Documentation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting or training session with SFMTA staff.</p>			
<b>TOTAL AMOUNT \$1,513,835,000</b>						

# POSTING FOR

July 17, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46785 - 16/17 - MODIFICATIONS	July 17, 2023	AIRPORT COMMISSION -- AIR	\$12,000,000	\$46,000,000	The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system. The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user	12/31/2026	12/31/2031	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.			
41183 - 19/20 - MODIFICATIONS	July 17, 2023	PUBLIC HEALTH -- DPH	\$107,500,000	\$192,500,000	Contractor will provide check writing services for the Department's Behavioral Health Services (BHS) to enable the Department to provide the following services: Residential Care Facility services ('mom-and-pop' board and care homes); reimbursement to out-of-county mental health service providers when children and adolescents are placed outside of San Francisco; intermittent and as-needed reimbursements of providers who are members of the San Francisco Mental Health Plan's Private Provider Network (PPN); provision of wraparound services (occasional food, tutoring, and other services) for children and adolescents served in San Francisco; assistance with client stabilization in emergency housing, as needed; support of the Parent Institute's trainings, and other as-needed services such as one-time or limited consultation related to the needs of clients with mental health issues and/or substance use disorder diagnoses, as well as as-needed treatment related to eating disorders at Psychiatric Emergency.	08/22/2023	06/30/2028	REGULAR
44553 - 16/17 - MODIFICATIONS	July 17, 2023	PUBLIC UTILITIES	\$0	\$121,000,000	The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) contracts ranging from \$15 million to \$35	06/12/2023	06/30/2028	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
		COMMISSION -- PUC			million each to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on various Sewer System Improvement Program (SSIP) projects. These additional CM services will support existing staff on various SSIP projects including construction of the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) as well as major improvements and upgrades at other various wastewater treatment facilities. Additionally, as-needed CM staff may be required to support the SFPUC's Construction Management Bureau's organizational effort and may, for example, include adding on a short-term basis, Construction Engineer(s), Inspector(s), Safety Manager(s), and Cost Estimator(s).			

**TOTAL AMOUNT \$119,500,000**



**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: West Field Area Projects

Funding Source: Airport Capital Funds

PSC Amount: \$1,500,000,000

PSC Est. Start Date: 09/01/2023

PSC Est. End Date 08/31/2028

**1. Description of Work**

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

Design-Build (DB)/Project Management Support Services (PMSS) teams with demolition, parking garage, AirTrain, airport cargo facilities, airport ground service equipment maintenance facilities, office tower, and underground utility management expertise are required to manage the design, construction, activation, and commissioning of the new infrastructure as part of the West Field Area Projects ("Projects"). The Projects may include the construction a new 1,100 stall parking garage, upgrades to the West Field Road AirTrain station, construction of two new airport cargo facilities, construction of a new airport ground service maintenance facility, construction of a new 11-story office building, demolition of Airport Buildings 660, 676 , 624, and 730 (including hazmat abatement), and upgrades and/or replacement of all major utilities on West Field Road. Contractor may also provide partnering, stakeholder engagement, and project coordination to support the Projects. The total \$1,500,000,000 PSC Amount includes the full construction budget for the DB contract for the Projects, of which design and PMSS will be approximately \$200,000,000.

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

These Projects are needed to replace surface parking for surrounding buildings, both current and future, that will be displaced by new facilities in the area; replace cargo buildings at the end of their useful life; provide facilities to maintain ground service equipment in safe, working order; provide possible consolidated office space for airport employees, provide additional leasable space to meet forecasted demand; and upgrade aging utilities. Without these new facilities, existing airport and tenant operations could be severely impacted by building and utility failures, such as water main breaks, sewage back-ups, building telecom, power, and/or heating and cooling disruptions. Additionally, new facilities are need to meet forecasted demand from airlines and third party tenants, thereby generating more revenue.

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.

D. Will the contract(s) be renewed?

Yes. If there continues to be a need 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.

not applicable

**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:

The services requires specialized expertise related to multi-story reinforced concrete structure and AirTrain facility design.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Expertise in progressive DB project delivery; multi-story reinforced structure design; elevated AirTrain station design and controls; cargo facility design; landside/roadway design; civil engineering; utility infrastructure; foundations; superstructure; special systems such as security systems, equipment monitoring and performance monitoring systems; and mechanical, plumbing, and telecommunication systems. Work also requires project management expertise in scheduling, cost estimating, planning, project control, collaborative scheduling techniques, and construction management for progressive DB projects.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5262, Landscape Architect Assoc 1; 5266, Architectural Associate 2; 5268, Architect; 5274, Landscape Architect; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 6317, Assistant Const Inspector; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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?**

Notice of Intent was sent on April 28, 2023 with a response deadline of May 12, 2023 to the following City Departments: San Francisco Public Utilities Commission, Public Works, Port of San Francisco, San Francisco Municipal Transportation Agency and San Francisco International Airport. None of the departments responded with interest by May 12, 2023.

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

- A. Explain why civil service classes are not applicable.  
Project management and engineering classes exist but their expertise is not applicable to the delivery method (DB) of these projects, magnitude, concurrent delivery schedules, and specialty services such as AirTrain Station design, airport cargo facility design, and airport ground service equipment maintenance facility design.
- 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, the required services will not continue beyond the design and construction of the Projects.

**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. The contractor will train Airport staff in the following classifications on the operation and maintenance of the new employee garage including load centers and photovoltaic system: 9240, 9241. Hours will be determined during the development of the contract but are anticipated to be approximately 8 hours per staff.
- 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 05/15/2023, the Department notified the following employee organizations of this PSC/RFP request:  
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: PO Box 8097 San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46560 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-Needed Towing and Roadside Assistance for City-Owned Vehicles

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$4,600,000

**1. Description of Work**

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

Contractors shall provide towing, roadside assistance services, and storage for City-owned vehicles including light duty (Type I), medium duty (Type II), and heavy duty (Type V) for the City and County of San Francisco (the City), on behalf of Central Shops. These services shall be provided as-needed, 24/7, 365 days/year.

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

These services are necessary because City-owned vehicles break down on streets and freeway/highways, in the San Francisco Bay Area with nine counties: San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma, and Marin. Additionally, City-owned vehicles may travel to and from the San Francisco Public Utilities Commission's (SFPUC) Hetch Hetchy Water & Power in Moccasin, California and other areas for City's business. Vehicles that require a tow will be picked up and returned to a City facility for repairs.

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 are being provided using different procurement methods. And similar services are being performed for large vehicles such as buses and trolleys for the San Francisco Municipal Transportation Agency (SFMTA) under PSC #47215 - 20/21, attached.

D. Will the contract(s) be renewed?

No,

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

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

B. Explain the qualifying circumstances:

These services are required on an as-needed basis, 24/7 and 365 days/year, when vehicles break down on streets and freeway/highways.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Contractors must be available 24/7, 365 days/year for emergency roadside assistance service to tow City-owned vehicles, including but not limited to sedans, trucks, SUVs, street sweepers, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will provide tow trucks with specialized equipment to tow small and large size vehicles.

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

No resources are available because the City doesn't have tow trucks with specialized equipment.

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

- A. Explain why civil service classes are not applicable.  
No resources are available because the City doesn't have tow trucks with specialized equipment.
- 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. These services are required on an as-needed basis and be available 24/7, 365 days/year.

**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. No training will be provided as there will be no City employee engagement with the contractor in the servicing of this contract.
- 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 05/19/2023, the Department notified the following employee organizations of this PSC/RFP request:**

Automotive Machinists, Local 1414; TWU - Automotive Service Worker; TWU Local 250A



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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Rm 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41550 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); mdennis@twusf.org; roger.marenco; pwilson@twusf.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); mdennis@twusf.org; roger.marenco; pwilson@twusf.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41550 - 22/23  
**Date:** Friday, May 19, 2023 5:15:45 PM

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RECEIPT for Union Notification for PSC 41550 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 41550 - 22/23 for \$4,600,000 for Initial Request services for the period 06/06/2023 – 06/04/2028. 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/20376> 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

## Choi, Suzanne (HRD)

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**From:** Khaw, Lynn (ADM)  
**Sent:** Friday, June 2, 2023 7:20 PM  
**To:** agonzalez@iam1414.org; dvickers@iam1414.org; aballester@twusf.org  
**Cc:** DHR-PSCCoordinator, DHR (HRD); Lubamersky, Joan (ADM); mdennis@twusf.org; roger marenco; pwilson@twusf.org; lynnkhaw@aol.com  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 41550 - 22/23  
**Attachments:** Memo Re Resubmission PSC #41550 - 22-23 for an Approved-Expired PSC No. 49741 -21-22.pdf; TWU-Local-250A-7410-Auto-Service-Workers-2022-2024.pdf; Automotive-Machinists-Local-1414-2022-2024.pdf

Hello Anthony (TWU Local 250-A) and Pedro (Local 1414),

I would like to provide additional information for your consideration. There are no union classifications that perform towing and roadside assistance under the proposed services, but OCA is reaching out to you because City departments are required by the Department of Human Resources and the Civil Service Commission (CSC) to notify employee organizations when requesting to contract for services that City employees could possibly perform. In this case, Classes 7381 and 7410 could possibly perform some of the duties of this PSC.

The above requirements are stipulated on the MOUs with your respective unions under Article II.F.2.

For TWU Local 250-A, on page 13, see the excerpt below. The full text is in the attached MOU.

### **ARTICLE II – EMPLOYMENT CONDITIONS**

86. f. questions regarding services supplied by the CITY to the Contractor.
87. The CITY agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the CITY who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the UNION and the CITY.
88. 2. **Personal Services Contracts and Advance Notice to Unions on Personal Services Contract.**
89. a. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

For Local 1414: on pages 15- 16:

2. **Advance Notice to Unions on Personal Services Contracts**

102. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

PSC for these services was approved last year, but we failed to execute the contract within one year, so we’re resubmitting it. Because it was already approved and we’re resubmitting it, we hope you can waive the 30-day notification. The deadline to schedule this for July 3<sup>rd</sup> CSC meeting is next week, **Wednesday, 6/7**. I hope you can get back to us **by 6/7 at 3:00 p.m.** so we schedule it.

If you still have issues or concerns, my colleague Joan Lubamersky can address them as I will be out of the office next week. If you approve it, she will schedule it on my behalf.

Thank you,  
Lynn

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**From:** Khaw, Lynn (ADM)

**Sent:** Monday, May 22, 2023 9:26 AM

**To:** mdennis@twusf.org; roger marengo <rmarengo@twusf.org>; pwilson@twusf.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; dvickers@iam1414.org

**Cc:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 41550 - 22/23

Dear Local 1414, TWU Auto Service Worker, and TWU Local 250A:

The Office of Contract Administration (OCA) submitted a new Personal Services Contract (PSC) #41550 - 22/23 for As-Needed Towing and Roadside Assistance for City-Owned Vehicles, replacing prior expired PSC No. 49741 – 21/22, which was approved on May 16, 2022. Please see a notification for the new PSC #41550 – 22/23 in the forwarding email below with the attached memorandum.

The Civil Service Commission requires that if a department fails to execute a contract under the PSC within one year of approval, the department must submit a new request for PSC approval. Due to the complexity of soliciting, evaluating, and selecting providers, OCA missed the deadline to execute the contract by May 16, 2023. The old PSC has expired, but we are ready to award the contracts in a couple of weeks. So, we would like to request a waiver for the 30-day notification required by your union for this new-proposed PSC. Since it replaces an unutilized, expired PSC, I hope you can give us a waiver. If you agree to waive it, we can schedule it for the Civil Service Commission meeting on July 3, 2023.

I would be happy to talk with you or to meet if you have any questions.

I would greatly appreciate hearing from you by **May 29, 2023**.

Sincerely,  
Lynn

Lynn Khaw, CPPO, CPPB, C.P.M.  
Departmental Personal Services Contract Coordinator  
Office of Contract Administration  
City and County of San Francisco  
(628) 652-1623 – Calls will be forwarded to mobile phone  
Email: [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
Webpage: <https://sf.gov/oqa>

-----Original Message-----

From: [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) <[dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)> On Behalf Of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
Sent: Friday, May 19, 2023 4:56 PM  
To: Khaw, Lynn (ADM) <[lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)>; [mdennis@twusf.org](mailto:mdennis@twusf.org); roger marenco <[rmarenco@twusf.org](mailto:rmarenco@twusf.org)>;  
[pwilson@twusf.org](mailto:pwilson@twusf.org); [mjayne@iam1414.org](mailto:mjayne@iam1414.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [speedy4864@aol.com](mailto:speedy4864@aol.com); Khaw, Lynn (ADM)  
<[lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)>; DHR-PSCCoordinator, DHR (HRD) <[dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 41550 - 22/23

RECEIPT for Union Notification for PSC 41550 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 41550 - 22/23 for \$4,600,000 for Initial Request services for the period 06/06/2023 – 06/04/2028. 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/20376> 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)**



## MEMORANDUM

**Date:** May 19, 2022  
**To:** Honorable Members of the Civil Service Commission  
**From:** Lynn Khaw, Departmental PSC Coordinator  
Office of Contract Administration  
**Subject:** New PSC Submission No. 41550 – 22/23 for an As-Needed Towing and Roadside Assistance for City-Owned Vehicles, Replacing Prior Approved-Expired PSC No. 49741 – 21/22

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The Office of Contract Administration (OCA) is resubmitting PSC #41550 – 22/23 for an As-Needed Towing and Roadside Assistance for City-Owned Vehicles to replace an approved but expired PSC No. 49741 – 21/22. The scope of service is the same, but the amount is being increased from \$4,000,000 to \$4,600,000 to account for additional contract awards for towing oversized vehicles.

OCA was unable to execute contracts within one year of approval of the PSC #49741 – 21/22 due to the complexity of soliciting vendors, reviewing the responses, checking compliances, and preparing for awarding the contracts to multiple vendors, including one Local Business Enterprise (LBE) under the Micro-LBE set-aside program. One primary contract and one secondary contract will be awarded under each category of the towing services: (1) light duty, (2) medium and heavy duty, and (3) oversized vehicles. There will be six awards for these services.

Thank you for your time and consideration.

**CC:** DHR PSC Coordinator  
Automotive Machinists, Local 1414  
TWU – Automotive Service Worker  
TWU Local 250A

Attachment: PSC #49741 – 21/22, As-Needed Towing and Roadside Assistance for City-Owned Vehicles



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-Needed Towing and Roadside Assistance for City-Owned Vehicles

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$4,000,000

**1. Description of Work**

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

Contractor shall provide towing, roadside assistance services, and storage for City-owned vehicles including light duty (Type I), medium duty (Type II), and heavy duty (Type V) for the City and County of San Francisco (the City), on behalf of Central Shops. These services shall be provided as-needed, 24/7, 365 days/year.

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

These services are necessary because City-owned vehicles break down on streets and freeway/highways, in the San Francisco Bay Area with nine counties: San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma, and Marin. Additionally, City-owned vehicles may travel to and from the San Francisco Public Utilities Commission's (SFPUC) Hetch Hetchy Water & Power in Moccasin, California and other areas for City's business. Vehicles that require a tow will be picked up and returned to a City facility for repairs.

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 are being provided using different procurement methods. And similar services are being performed for large vehicles such as buses and trolleys for the San Francisco Municipal Transportation Agency (SFMTA) under PSC #47215 - 20/21, attached.

D. Will the contract(s) be renewed?

No.

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

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

B. Explain the qualifying circumstances:

These services are required on an as-needed basis, 24/7 and 365 days/year, when vehicles break down on streets and freeway/highways.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Contractor must be available 24/7, 365 days/year for emergency road side assistance service to tow City-owned vehicles, including but not limited to sedans, trucks, SUVs, street sweepers, etc.

B. Which, if any, civil service class(es) normally perform(s) this work? 7381, Automotive Mechanic; 7410, Automotive Service Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide tow trucks with specialize equipment to tow small and large size vehicles.

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

No resources are available because the City doesn't have tow trucks with specialized equipment.

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

A. Explain why civil service classes are not applicable.

No resources are available because the City doesn't have tow trucks with specialized equipment.

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. These services are required on an as-needed basis and be available 24/7, 365 days/year.

**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 as there will be no City employee's engagement with contractor in the servicing of this contract.

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 03/18/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; TWU - Automotive Service Worker

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49741 - 21/22

DHR Analysis/Recommendation:

action date: 05/16/2022

Commission Approval Required

Approved by Civil Service Commission

05/16/2022 DHR Approved for 05/16/2022

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Bus Towing and Roadside AssistanceFunding Source: Operating FundsPSC Duration: 4 yearsPSC Amount: \$1,200,000**1. Description of Work**

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

Contractor will provide 24-hour, 7 days a week as-needed roadside assistance and/or towing services for San Francisco Municipal Transportation Agency (SFMTA's) rubber tire revenue vehicles, to include diesel, electric, and electric buses and trolleys.

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

The service is necessary because broken down buses and trolleys must be either promptly repaired or towed to SFMTA repair facilities. If this service is denied, the SFMTA will not be able to respond to disabled buses and trolleys that must be repaired or removed from the locations where they break downs.

## 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 under previously PSC # 45762 - 16/17 and was approved 6/19/2017

## D. Will the contract(s) be renewed?

No

## 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 lacks staffing, facility space and the required equipment.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: The service provider must possess the ability to tow a bus or trolley using a Lowboy trailer and be able to provide year-round, 24-hour emergency roadside service (such as tire inflation in order to move a bus or trolley).
- B. Which, if any, civil service class(es) normally perform(s) this work? 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The awarded contractor must have a tow truck with Lowboy trailer for towing a bus or trolley. The SFMTA does not have this specialized equipment.

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

There are no resources within the City to facilitate managing a towing service program on the scale required.

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

- A. Explain why civil service classes are not applicable.  
While civil service classes could perform the work, the work requires utilization of specialized equipment that the SFMTA does not have.
- 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, the work requires that the SFMTA have specialized equipment used for towing buses and trolleys.

**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. There will be no SFMTA staff engaged in the servicing of this contract. Therefore, no training of city personnel is required.
- 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 07/23/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; TWU - Automotive Service Worker

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47215 - 20/21

DHR Analysis/Recommendation:

action date: 10/19/2020

Commission Approval Required

Approved by Civil Service Commission

10/19/2020 DHR Approved for 10/19/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- Dept. Code: HOM HOM

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

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

Type of Service: Shelter Transportation Services

Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC Amount: \$3,000,000

**1. Description of Work**

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

The awarded contractor/s will provide transportation services for unhoused adults and families using emergency shelter services with the Department of Homelessness and Supportive Housing (HSH) Homelessness Response System (HRS). Transportation services include shuttle services to and from shelter sites and other HRS support services sites. Transportation services are available to clients intermittently available during non-business hours.

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

This service is necessary to provide safe and reliable transportation for unhoused adults and families utilizing City-funded shelter systems, and the possessions they are carrying, on a scheduled route to and from specific sites within the HRS. Failure to provide this service would hinder unhoused adults and families from accessing emergency shelter systems and support services and impair the City's ability to make homelessness rare, brief and one-time.

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.

Services have been provided in the past and approved by the Civil Service Commission through PSC 40295 – 18/19.

D. Will the contract(s) be renewed?

The current contract will be renewed for one additional performance year through FY 23/24, with the option to terminate early. HSH is scheduled to release a Request for Proposals (RFP) for Shelter Ancillary Services, which includes Shelter Transportation services in Spring 2023. The contract awarded through the RFP process will be authorized through this PSC request.

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 PSC request is a five-year duration to cover one additional performance year under the current contract and an initial three-year term for the new contract/s resulting from the upcoming Request for Proposals (RFP), with option to extend.

**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:

Civil Services classes are not applicable because the scope of services is limited to providing transportation services at HSH approved designated locations to unhoused adults and families utilizing City-funded shelter services. Additional services such as support services, expanded transport, referrals to additional resources, warm handoffs, providing of information and/or resources are out of the scope of these services. The City staff who have expertise in providing services to people experiencing homelessness are unable to provide the limited scope of transportation services. These contracted services also require flexibility with limited notice as routes and schedules may fluctuate based on emerging needs, such as increased services during inclement weather.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Minimum qualifications include at least one year of experience providing transportation services to individuals utilizing social services. This may include transporting people with disabilities, seniors, and/or persons experiencing homelessness.

B. Which, if any, civil service class(es) normally perform(s) this work? 2586, Health Worker 2; 9163, Transit Operator;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor provides a shuttle and/or transit van.

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

None applicable, as these services have a limited scope of providing strictly transportation services at designated locations approved by HSH and require experience working with vulnerable populations.

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

A. Explain why civil service classes are not applicable.

Civil Services classes are not applicable because the scope of services is limited to providing transportation services at HSH approved designated locations to unhoused adults and families on a limited timeframe (early mornings and late afternoon). Additional services such as support services, expanded transport, providing referrals to additional City resources, providing HRS information and/or resources are out of the scope of these services. The City staff who have expertise in providing services to people experiencing homelessness are unable to provide the limited scope of transportation services. These contracted services also require flexibility with limited notice as routes and schedules may fluctuate based on emerging needs, such as increased services during inclement weather.

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, it would not be practical to adopt a new civil services class because of the required experience providing transportation services to people experiencing homelessness. Routes and schedules may fluctuate on short notice to respond to emerging needs, such as inclement weather.

**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. None. The City staff who have expertise in providing services to people experiencing homelessness are unable to provide the limited scope of transportation services. These services also require flexibility with limited notice as routes and schedules may fluctuate based on emerging needs, such as increased services during inclement weather.



- 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. Approval of this PSC will allow HSH to extend the current contract for one additional performance year. HSH is scheduled to release a new RFP for like services in Spring 2023. The contract awarded through the RFP process will be authorized through this PSC.

7. **Union Notification:** On 03/09/2023, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; TWU Local 250A

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41669 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org)  
**To:** [<Colon, Monique \(HOM\); max.porter@seiu1021.org; Jason Klumb; Laxamana, Junko \(DBI\); sarah.wilson@seiu1021.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo\\_seiu@sbcglobal.net; Wendy.Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Colon, Monique \(HOM\); DHR-PSCCoordinator, DHR \(HRD\)>](mailto:Colon, Monique (HOM); max.porter@seiu1021.org; Jason Klumb; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Colon, Monique (HOM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41669 - 22/23  
**Date:** Thursday, March 9, 2023 12:22:20 PM

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RECEIPT for Union Notification for PSC 41669 - 22/23 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 41669 - 22/23 for \$3,000,000 for Initial Request services for the period 07/01/2023 – 06/30/2028. 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/20023> 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

**From:** [Colon, Monique \(HOM\)](#)  
**To:** [roger\\_marengo](mailto:roger_marengo); [vdavis@twusf.org](mailto:vdavis@twusf.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41669 - 22/23  
**Date:** Monday, May 15, 2023 2:29:19 PM

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RECEIPT for Union Notification for PSC 41669 - 22/23 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 41669 - 22/23 for \$3,000,000 for Initial Request services for the period 07/01/2023 – 06/30/2028. 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/20023> 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)**

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**THIRD AMENDMENT  
to  
AGREEMENT  
between  
THE CITY AND COUNTY OF SAN FRANCISCO  
and  
SECURE TRANSPORTATION**

THIS AMENDMENT (this “Amendment”) is made as of **March 14, 2022**, in San Francisco, California, by and between **SECURE TRANSPORTATION** (“Contractor”), and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount; and

WHEREAS, Contractor was competitively selected pursuant to RFQ #110, issued on December 22, 2017; and

WHEREAS, approval for the original Agreement was obtained on September 17, 2018 from the Civil Service Commission under PSC number 40295-18/19 in the amount of \$999,999 for the period commencing July 1, 2018 and ending June 30, 2022; and

WHEREAS, approval for this Amendment was obtained on February 22, 2022 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40295-18/19 in the amount of \$2,533,536 for the period commencing July 1, 2018 and ending June 30, 2023; and

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term “Agreement” shall mean the Agreement dated **November 14, 2018**, between Grantee and City; and **First Amendment**, dated **May 1, 2019**, and **Second Amendment**, dated **June 15, 2021**.

- 1.2 City Data.** “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
- 1.3 Confidential Information.** Confidential Information means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).
- 1.4 Deliverables.** "Deliverables" means Contractor's work product resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the “Services to be Provided” attached as Appendix A, Services to be Provided.
- 1.5 Services.** "Services" means the work performed by Contractor under this Agreement as specifically described in the "Services to be Provided" attached as Appendix A, Services to be Provided, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.
- 1.6 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

- 2.1 Term of the Agreement.** Article 2. Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of: (i) **July 1, 2018**; or (ii) the Effective Date and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein.

Such section is hereby deleted and replaced in its entirety to read as follows:

### **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on **July 1, 2018** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein.

2.2 **Compensation.** Section 3.3 Compensation of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the Department of Homelessness and Supportive Housing (HSH) Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **One Million Six Hundred Ten Thousand Nine Hundred Fifty Seven Dollars (\$1,610,957)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments.

Contractor understands that, of the maximum dollars obligation listed in Article 3.3.1, of this Agreement, **Two Hundred Sixty Eight Thousand Four Hundred Ninety Three (\$268,493)** is included as a contingency amount and is neither to be used in Budgets attached to this Agreement or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing (HSH). Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or revision has been fully approved and executed in accordance with applicable City and Agency laws regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department of Homelessness and Supportive Housing approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all



payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 ,” or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved.** (LBE Payment and Utilization Tracking System.)

**3.3.6 Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the

City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Reserved. (Payment of Prevailing Wages.)**

Such section is hereby deleted and replaced in its entirety to read as follows:

### **3.3 Compensation.**

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for goods and/or Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Two Million Five Hundred Thirty Three Thousand Five Hundred Thirty Six Dollars (\$2,533,536)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

- (a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Eight Hundred Forty Four Thousand Five Hundred Twelve Dollars (\$844,512)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services, delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at

the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.7 or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of goods delivered or Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System).**

3.3.6 **Getting paid by the City for goods and/or services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

3.3.7 **Payment Terms.**

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to

electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

**2.3 Personnel.** Section 4.2 Qualified Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**3.2 Personnel.**

4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 **Contractor Vaccination Policy.**

- (a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

- (i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and
- (ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**2.4 Subcontracting.** Section 4.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.3 Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Budget.

**2.5 Assignment.** Section 4.5 Assignment of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by

applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.6 Insurance.** Section 5.1 Insurance of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**5.1. Insurance.**

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

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.
- (d) **Reserved. (Technology Errors and Omissions Liability Coverage).**
- (e) **Reserved. (Cyber and Privacy Insurance Coverage).**
- (f) **Reserved. (Pollution Liability Insurance Coverage).**

**5.1.2 Additional Insured Endorsements.**

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

- (c) **Reserved. (Auto Pollution Liability Insurance Additional Insured Endorsement).**

#### 5.1.3 **Waiver of Subrogation Endorsement**

- (a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### 5.1.4 **Primary Insurance Endorsements.**

- (a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) **Reserved. (Commercial Automobile Liability Insurance Primary Insurance Endorsement).**
- (c) **(Pollution Liability Insurance Primary Insurance Endorsement).**

#### 5.1.5 **Other Insurance Requirements.**

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as Additional Insureds.

**2.7 Withholding.** Section 7.3 Withholding is hereby added to the Agreement:

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2.8** Section 8.2.2 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

8.2.2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a



result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

**2.9 Consideration of Salary History.** Section 10.4 Consideration of Salary History is hereby added to the Agreement:

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**2.10 Limitations on Contributions.** Section 10.11 Limitations on Contributions is hereby added to the Agreement to read as follows:

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has

informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2.11 Distribution of Beverages and Water.** Section 10.17 Distribution of Beverages and Water is hereby added to the Agreement to read as follows:

**10.17 Reserved. (Distribution of Beverages and Water).**

**2.12 Notices to the Parties.** Section 11.1 Notices to the Parties of the Agreement is hereby deleted and replaced in its entirety to read as follows:

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

If to the Department or City:	Department of Homelessness and Supportive Housing Contracts Unit  440 Turk Street San Francisco, CA 94102 hshcontracts@sfgov.org
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If to Contractor:	Secure Transportation 12800 Center Court Drive South, Suite 120 Cerritos, CA 90703 Attn: Gerard Linsmeier Email: glinsmeier@securetransportation.com
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Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

**2.13 Notification of Legal Requests.** Section 11.14 Notification of Legal Requests is hereby added to read as follows:

**11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in

accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

**2.14 Appendices.** Section 12.1 Appendices of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**12.1. Appendices.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided (dated March 14, 2022)

Appendix B, Budget (dated March 14, 2022)

Appendix C, Method of Payment (dated March 14, 2022)

**2.15 Services During a City-Declared Emergency.** Section 12.2 Services During a City-Declared Emergency is hereby added to the Agreement to read as follows:

**12.2. Services During a City-Declared Emergency.** In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.

**2.16 Data and Security.** Article 13 Data and Security of the Agreement is hereby deleted and replaced in its entirety with the following:

### **Article 13 Data and Security**

#### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of

care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

## **13.2 Management of City Data and Confidential Information.**

**13.2.1 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or collected on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.2.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all Confidential Information given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**13.3 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

**2.17 Appendix A, Services to be Provided** of the Agreement is hereby replaced in its entirety by **Appendix A, Services to be Provided** (dated March 14, 2022), for the period of July 1, 2018 to June 30, 2023.

**2.18 Appendix B, Budget** of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated March 14, 2022), for the period of July 1, 2018 to June 30, 2023.

**2.19 Appendix C, Method of Payment** of the Agreement is hereby replaced in its entirety by **Appendix C, Method of Payment** (dated March 14, 2022), for the period of July 1, 2018 to June 30, 2023.

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

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

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

**CITY**

**CONTRACTOR**

Recommended by:

**Secure Transportation**

DocuSigned by:  
*Shireen McSpadden*  
CAD7B781896B449...  
Shireen McSpadden  
Director  
Department of Homelessness and Supportive  
Housing

DocuSigned by:  
*Gerard Linsmeier*  
A442AB9859C462...  
Gerard Linsmeier  
Regional Vice President of Business Development  
City Supplier Number: 11296

Approved as to Form:

David Chiu  
City Attorney

By: DocuSigned by:  
*Virginia Dario Elizondo*  
E013CEBF5B1B482...  
Virginia Dario Elizondo  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract Administration,  
and Purchaser

By: DocuSigned by:  
*Sailaja Kurella*  
78EAE4A4AB01C4E0...  
Sailaja Kurella

**I. Purpose of Contract**

The purpose of the contract is to provide transportation services for homeless adults and families who are using the emergency shelters system. These services will support clients getting to and/or from shelters in the mornings and late afternoons/evenings, seven days a week, throughout each year of the contract.

**II. Served Population**

Contractor shall serve adults and families experiencing homelessness who are using or have reservations in the adult and family emergency shelter systems and need transportation to and from specific shelter sites. In a limited service, Contractor shall give priority based on age (seniors: oldest given priority; and children: families with youngest children given priority), mobility impairment, and health concerns should there be more clients at any scheduled stop than there are seats. Contractor shall not transport minors without a responsible adult family member accompanying the minor on the shuttle.

**III. Description of Services**

Contractor shall provide the following services during the term of this contract:

- A. Safe, reliable transportation for homeless families and adults who are using the city-funded shelter system, and the possessions they are carrying, on a scheduled route of pick-up and drop-off points;
- B. At minimum, use of a vehicle that can carry a minimum of passengers listed on the Appendix B at one time and that is wheel chair accessible; and
- C. Transportation and schedule that is mutually agreed upon by the Department of Homelessness and Supportive Housing (HSH) for a minimum of 10 hours per day, seven days a week, including holidays, with daily hours split into two periods with both early morning and late afternoon/evening schedules.

**IV. Location and Time of Services**

The locations of pick-up and drop-off points and the times of services are part of the schedule that will be negotiated between the Contractor and HSH. With final HSH approval, this schedule will be distributed to pick-up and drop-off points as well as the target population. HSH reserves the right to renegotiate the schedule as needs and usage change. HSH will distribute the schedule with any change and Contractor shall make it available on the shuttle vehicle.

**V. Contractor Responsibilities**

- A. Contractor drivers and any Contractor personnel shall treat clients with dignity and respect.
- B. Contractor shall communicate with pick-up and drop-off points if there are unplanned or unexpected delays when it results in delays of more than 20 minutes from approved schedule or the inability for segments of the daily schedule to be completed.

- C. Contractor is responsible for provision of vehicles, licensed and trained drivers, and the costs of fuel, maintenance, operational costs and insurance.
- D. Contractor shall have a written complaint procedure that will provide clients a means of making a complaint to someone other than the driver.
- E. Contractor shall facilitate an annual user satisfaction survey with a method of submission that allows for rider responses without the driver being able to immediately review them. The survey shall be HSH-approved and conducted and tallied prior to the end of the contract fiscal year.
- F. Contractor shall ensure that the shuttle vehicle is marked with a simple “Shelter Shuttle” sign near the entry door. This sign does not have to be permanently affixed to the exterior of the vehicle as long as it is visible through a window.
- G. Contractor shall ensure that printed materials are available in English, Spanish and large print (e.g. 16-point font or larger).
- H. Contractor shall track the number of riders (counting individuals including minors) that use the shuttle for each segment of the daily schedule.
- I. Contractor shall track the start and end times of the morning and evening portions of the daily schedule.

**VI. Service Objectives**

On an annual basis, Contractor shall achieve the following objectives:

- A. Provide safe and reliable shuttle service according to the negotiated and HSH-approved schedule for a minimum of 10 hours per day, seven days a week throughout each year of the contract;
- B. Provide shuttle transportation to number of duplicated clients listed on the Appendix B per year;
- C. Provide a shuttle vehicle that carries a minimum number of passengers listed on the Appendix B at a time and is wheelchair accessible;
- D. Administer and analyze an annual user satisfaction survey with a method of submission that allows for rider responses without the driver being able to immediately review them.

**VII. Outcome Objectives**

On an annual basis, Contractor shall achieve the following objectives:

- A. 75 percent of the clients who complete the annual satisfaction survey will rate the quality of service to be Good or Excellent.

**VIII. Reporting Requirements**

- A. Contractor shall provide a monthly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Grantee will enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month:
  - 1. Total number of rides provided during the month. This is not an unduplicated count of riders. It is the total number of rides provided for each segment of the schedule for each day of the month; and
  - 2. Contractor shall also upload its tracking sheet of rides per segment per day into CARBON with its monthly request for payment. The tracking sheet would



include the time of the first pick-up and last drop-off for the morning section of each day's schedule and the same times for the late afternoon/evening section.

- B. Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. This report will also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15<sup>th</sup> of the month following the end of the program year:
  - 1. Total number of rides provided during the year; and
  - 2. Percentage of annual satisfaction survey respondents that rate the quality of service to be Good or Excellent.
  
- C. Contractor shall provide Ad Hoc reports as required by the Department.

For assistance with reporting requirements or submission of reports, contact the assigned Contract or Program Manager, as listed in CARBON.

## **IX. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

	A	B	C	D	G	J	M	P	S	AI	AJ	AK
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>											Page 1 of 3
2	<b>APPENDIX B, BUDGET</b>											
3	<b>Document Date</b>	3/14/2022										
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>								
5	<b>Current Term</b>	7/1/2018	6/30/2022	4								
6	<b>Amended Term</b>	7/1/2018	6/30/2023	5								
7	<b>Provider Name</b>	Secure Transportation										
8	<b>Program</b>	Shelter Transportation Services										
9	<b>FSP Contract ID#</b>	1000012820										
10	<b>Action (select)</b>	Amendment										
11	<b>Effective Date</b>	7/1/2022										
12	<b>Budget Name</b>	General Fund - Transportation										
13		<b>Current</b>	<b>New</b>									
14	<b>Term Budget</b>	\$ 1,342,464	\$ 1,689,024	50%								
15	<b>Contingency</b>	\$ 268,493	\$ 844,512									
16	<b>Not-To-Exceed</b>	\$ 1,610,957	\$ 2,533,536									
					<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>		
17					7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2022	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023
18					<b>New</b>	<b>New</b>	<b>New</b>	<b>New</b>	<b>New</b>	<b>Current</b>	<b>Amendment</b>	<b>New</b>
19	<b>Expenditures</b>											
20	Salaries & Benefits	\$ 133,465	\$ 205,048		\$ 205,048	\$ 205,048	\$ 205,048	\$ 205,048	\$ 205,048	\$ 748,609	\$ 205,048	\$ 953,658
21	Operating Expense	\$ 120,778	\$ 108,771		\$ 108,771	\$ 108,771	\$ 108,771	\$ 108,771	\$ 108,771	\$ 447,091	\$ 108,771	\$ 555,862
22	Subtotal	\$ 254,243	\$ 313,819		\$ 313,819	\$ 313,819	\$ 313,819	\$ 313,819	\$ 313,819	\$ 1,195,700	\$ 313,819	\$ 1,509,520
23	Indirect Percentage	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%	0.00%			
24	Indirect Cost (Line 22 X Line 23)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Other Expenses (Not subject to indirect %)	\$ 15,800	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,800	\$ -	\$ 15,800
26	Capital Expenditure	\$ 32,741	\$ 32,741		\$ 32,741	\$ 32,741	\$ 32,741	\$ 32,741	\$ 32,741	\$ 130,964	\$ 32,741	\$ 163,705
28	<b>Total Expenditures</b>	\$ 302,784	\$ 346,560		\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 1,342,464	\$ 346,560	\$ 1,689,025
29												
30	<b>HSH Revenues (select)</b>											
31	General Fund - Ongoing	\$ 302,784	\$ 346,560		\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 1,342,464	\$ 346,560	\$ 1,689,024
33		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	<b>Total HSH Revenues</b>	\$ 302,784	\$ 346,560		\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 346,560	\$ 1,342,464	\$ 346,560	\$ 1,689,024
50	Rev-Exp (Budget Match Check)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52												

	A	F	M	T	AC	AD	AE	AF	AG	AJ	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING												Page 2 of 3
2	SALARY & BENEFIT DETAIL												
3	Document Date	3/14/2022											
4	Provider Name	Secure Transportation											
5	Program	Shelter Transportation Services											
6	FSP Contract ID#	1000012820											
7	Budget Name	General Fund - Transportation				EXTENSION YEAR							
8		Year 1	Year 2	Year 3	Year 4	Year 5				All Years			
9	POSITION TITLE	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2022	7/1/2018 - 6/30/2023	7/1/2018 - 6/30/2023
10		Current	Current	Current	New					New	Current	Modification	New
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Driver 1	\$ 57,875	\$ 73,201	\$ 73,201	\$ 73,201	\$ 73,201	1.00	100%	1.00	\$ 73,201	\$ 277,478	\$ 73,201	\$ 350,679
13	Driver 2	\$ 42,990	\$ 54,912	\$ 54,912	\$ 54,912	\$ 54,912	1.00	100%	1.00	\$ 54,912	\$ 207,726	\$ 54,912	\$ 262,638
14	Manager	\$ 18,000	\$ 29,787	\$ 29,787	\$ 29,787	\$ 58,989	1.00	50%	0.50	\$ 29,787	\$ 107,361	\$ 29,787	\$ 137,148
15					\$ -					\$ -	\$ -	\$ -	\$ -
16					\$ -					\$ -	\$ -	\$ -	\$ -
54					\$ -					\$ -	\$ -	\$ -	\$ -
55		\$ 118,865	\$ 157,900	\$ 157,900	\$ 157,900	TOTAL SALARIES				\$ 157,900	\$ 592,565	\$ 157,900	\$ 750,465
56	TOTAL FTE					TOTAL FTE				2.50			
57	FRINGE BENEFIT RATE	12.28%	29.86%	29.86%	29.86%	FRINGE BENEFIT RATE				29.86%			
58	EMPLOYEE FRINGE BENEFITS	\$ 14,600	\$ 47,148	\$ 47,148	\$ 47,148	EMPLOYEE FRINGE BENEFITS				\$ 47,148	\$ 156,044	\$ 47,148	\$ 203,193
59	TOTAL SALARIES & BENEFITS	\$ 133,465	\$ 205,048	\$ 205,048	\$ 205,048	TOTAL SALARIES & BENEFITS				\$ 205,048	\$ 748,609	\$ 205,048	\$ 953,658
60													
61													
62													

	A	B	E	J	M	P	AH
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						Page 3 of 3
2	<b>OPERATING DETAIL</b>						
3	<b>Document Date</b>	3/14/2022					
4	<b>Provider Name</b>	Secure Transportation					
5	<b>Program</b>	Shelter Transportation Services					
6	<b>F\$P Contract ID#</b>	1000012820					
7	<b>Budget Name</b>	<b>General Fund - Transportation</b>					
9		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>All Years</b>
10		7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2018 - 6/30/2023
11		Current	Current	New	New	New	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Rental of Property	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 48,000
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500
15	Office Supplies, Postage	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500
16	Building Maintenance Supplies and Repair	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 3,000
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance (Gen liability)	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 68,635
19	Insurance (Auto)	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 33,000
20	Staff Training	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 32,500
21	Staff Travel-Local & Out of Town)	\$ 6,995	\$ 6,995	\$ 6,995	\$ 6,995	\$ 6,995	\$ 34,975
22	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Health Insurance	\$ 7,607	\$ -	\$ -	\$ -	\$ -	\$ 7,607
24	Auto Allowance	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 12,600
25	Paid Time Off	\$ 4,400	\$ -	\$ -	\$ -	\$ -	\$ 4,400
26	Vehicle Costs (Gas, Maintenance, etc.)	\$ 52,450	\$ 52,450	\$ 52,450	\$ 52,450	\$ 52,450	\$ 262,250
27	GPS/Radio/Cells	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 22,500
28	Uniforms, Training, etc.	\$ 4,279	\$ 4,279	\$ 4,279	\$ 4,279	\$ 4,279	\$ 21,395
29							\$ -
54	<u>Subcontractors</u>						\$ -
55							\$ -
68	TOTAL OPERATING EXPENSES	\$ 120,778	\$ 108,771	\$ 108,771	\$ 108,771	\$ 108,771	\$ 555,862
69							
70	<u>Other Expenses (not subject to indirect cost %)</u>						
71	Payroll Taxes	\$ 15,800		\$ -	\$ -	\$ -	\$ 15,800
83							
84	TOTAL OTHER EXPENSES	\$ 15,800	\$ -	\$ -	\$ -	\$ -	\$ 15,800
85							
86	<u>Capital Expenses</u>						
87	E450 Cutaway Shuttle (annual payment for vehicle)	\$ 14,754	\$ 14,754	\$ 14,754	\$ 14,754	\$ 14,754	\$ 73,770
88	E450 Cutaway Shuttle (Backup) (annual payment for vehicle)	\$ 17,987	\$ 17,987	\$ 17,987	\$ 17,987	\$ 17,987	\$ 89,935
89							\$ -
95	TOTAL CAPITAL EXPENSES	\$ 32,741	\$ 32,741	\$ 32,741	\$ 32,741	\$ 32,741	\$ 163,705
97	<b>HSH #3</b>						<b>1/22/2020</b>

	A	B	C	D	E	F	G
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>						
2	<b>APPENDIX B, BUDGET</b>						
3	<b>Document Date</b>	3/14/2022					
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>			
5	<b>Current Term</b>	7/1/2018	6/30/2022	4			
6	<b>Amended Term</b>	7/1/2018	6/30/2023	5			
7					<b>Year 5</b>		
8	<b>Service Component</b>				7/1/2022-6/30/2023		
10	Shuttle Transportation Per Year (Duplicated)				48,180		
11	Shuttle Vehicle (Minimum Passengers at a Time)				12		
12							
13							
14							
15							
16							
17							
18							

	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	3/14/2022		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	7/1/2018	6/30/2022	4
6	<b>Amended Term</b>	7/1/2018	6/30/2023	5
7				
8	<b>Approved Subcontractors</b>			
10	None.			
11				
12				
13				
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24				
25				

## Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. Timelines: Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

<b>Billing Month/Date</b>	<b>Service Begin Date</b>	<b>Service End Date</b>
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

B. Invoicing System:

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
  4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
  6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer



than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
  - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
  - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
  - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,</p>

General Fund	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000.  Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Operating - Direct Assistance	Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.  Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

**III. Advances or Prepayments:** Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

- IV. **Timely Submission of Reports and Compliance:** If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING Dept. Code: HOM

Type of Request:  Initial  Modification of an existing PSC (PSC # 40295 - 18/19)

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

Type of Service: Shelter Transportation Services

Funding Source: General Fund

PSC Original Approved Amount: \$999,999 PSC Original Approved Duration: 07/01/18 - 06/30/22 (4 years)

PSC Mod#1 Amount: \$499,999 PSC Mod#1 Duration: 05/01/19-06/30/23 (1 year)

PSC Mod#2 Amount: \$300,002 PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$1,800,000 PSC Cumulative Duration Proposed: 5 years

**1. Description of Work**

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

The awarded contractor will provide transportation services for homeless adults and families. Transportation services include transporting shelter and Navigation Center users from Access Points or other sites to Shelters and Navigation Centers and back.

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

This service is necessary to provide safe, reliable transportation for homeless adults and families who are using the city-funded shelter system, and the possessions they are carrying, on a scheduled route to and from specific shelter sites. Failure to provide this service would cause hardship to homeless adults and families who are using or have reservations in the adult and family emergency shelter systems and need transportation to and from specific shelter sites.

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.

Services have been provided in the past through earlier PSC request. See 40295 - 18/19

D. Will the contract(s) be renewed?

It may be renewed based on Department needs and Contractor performance.

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:

HSH wishes to expand transportation services to clients of the Department of Homelessness and Supportive Housing (HSH) shelter system.

**2. Reason(s) for the Request**

A. Display all that apply

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

Explain the qualifying circumstances:

This service requires expertise in providing services to people experiencing homelessness, and the City staff who have expertise in providing services to people experiencing homelessness are unable to provide transportation services.

B. Reason for the request for modification:

To expand transportation services to clients of the Department of Homelessness and Supportive Housing (HSH) shelter system.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Minimum of five (5) years of experience providing services to people experiencing homelessness.
- B. Which, if any, civil service class(es) normally perform(s) this work? 9163, Transit Operator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide one (1) cutaway shuttle and one (1) transit van.

**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.  
This service requires expertise in providing services to people experiencing homelessness and the ability to provide transportation services.
- 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, it would not be practical to adopt a new civil service class because of the immediate need for these services and the required expertise in providing services to people experiencing homelessness.

**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.  
Contractor will provide proper staff training to its own licensed vehicle drivers, but will not provide training to City employees.
- 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 09/03/19, the Department notified the following employee organizations of this PSC/RFP request:  
Transport Workers Union, L 200;**

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission Street, Suite 200, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40295 - 18/19

DHR Analysis/Recommendation:

10/07/2019

Commission Approval Required

Approved by Civil Service Commission

10/07/2019 DHR Approved for 10/07/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- Dept. Code: HOM  
HOM

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

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

Type of Service: On-site RV/Trailer Maintenance and Repair for Emergency Shelter

Funding Source: Our City, Our Home Fund (Homelessness Gros

PSC Amount: \$300,000 PSC Est. Start Date: 07/01/2023 PSC Est. End Date 06/30/2024

**1. Description of Work**

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

Contractor will provide maintenance and repair services for recreational vehicles (RV) and trailers at an HSH emergency shelter site. These trailers were provided by the state of California to the City as temporary shelter for the City's most vulnerable populations at the beginning of the COVID-19 pandemic. The Contractor will provide maintenance and repairs to electrical and lights, heater and air conditioning, doors/locks, appliances, leaks, etc. The current shelter site is expected to close in December 2023 as HSH winds down its COVID-19 response, however HSH needs the trailers temporarily beyond the close date until clients are permanently rehoused.

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

Denial of the service would severely impair the City's ability to provide the necessary maintenance and service to the trailers providing emergency shelter to people experiencing homelessness. Denial of the service would cause the trailers to fall into disrepair.

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 services were previously awarded by the Human Services Agency (HSA) as an emergency contract under the Local Emergency declared by the Mayor on Tuesday, February 25, 2020. The agreement was authorized by the Civil Service Commission through PSCs 40286 20/21 and 44789 21/22. The services were transitioned from HSA to HSH in FY 21-22. HSH is requesting its own authority to increase the contract amount.

D. Will the contract(s) be renewed?

The Department does not anticipate the contract being renewed.

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

B. Explain the qualifying circumstances:

The trailer site at Pier 94 is scheduled to close in December 2023. HSH is planning to relocate the trailers to a temporary replacement site until clients staying in the trailers can be permanently rehoused.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Ability to perform repairs and maintenance of site trailers, including electrical and lights, heater and air conditioning, doors and locks, appliances (refrigerators, microwaves), leaks, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer; 7345, Electrician; 7347, Plumber; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide equipment and tools needed to maintain and repair site trailers.

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

None, as services are required for emergency services.

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

- A. Explain why civil service classes are not applicable.  
These services are required on a temporary basis.
- 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, these services are required on a temporary basis.

**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 as these services are required on a temporary basis.
- 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 04/10/2023, the Department notified the following employee organizations of this PSC/RFP request:**

Electrical Workers, Local 6; Laborers, Local 261; Plumbers, Local 38; Stationary Engineers, Local 39

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 601 Van Ness, Suite P San Francisco, CA 94102



\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47575 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**

**From:** [Colon, Monique \(HOM\)](#)  
**To:** [larryjr@ualocal38.org](mailto:larryjr@ualocal38.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47575 - 22/23  
**Date:** Monday, May 15, 2023 2:31:35 PM

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RECEIPT for Union Notification for PSC 47575 - 22/23 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 47575 - 22/23 for \$300,000 for Initial Request services for the period 07/01/2023 – 06/30/2024. 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/20179> 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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org)  
**To:** [Colon, Monique \(HOM\)](mailto:Colon, Monique (HOM)); [cpark@local39.org](mailto:cpark@local39.org); [Stan Eichenberger](mailto:Stan Eichenberger); [MRainsford@local39.org](mailto:MRainsford@local39.org); [grojo@local39.org](mailto:grojo@local39.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [Colon, Monique \(HOM\)](mailto:Colon, Monique (HOM)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47575 - 22/23  
**Date:** Monday, April 10, 2023 3:45:37 PM

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RECEIPT for Union Notification for PSC 47575 - 22/23 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 47575 - 22/23 for \$300,000 for Initial Request services for the period 07/01/2023 – 06/30/2024.

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/20179> 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)**

**City and County of San Francisco  
Human Services Agency**

**Emergency Agreement between the City and County of San Francisco**

**and**

**RANDY'S MOBILE MECHANICAL SERVICE**

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### **Preamble**

This Agreement is made this **25th day of June, 2020**, in the City and County of San Francisco, State of California, by and between **Randy's Mobile Mechanical Service**, 2750 Cloverdale Ave, Concord, CA 94518 ("**Contractor**"), and the City and County of San Francisco, acting by and through its Human Services Agency ("**City**").

### **Recitals**

**WHEREAS**, this Agreement is an emergency services contract approved by the Office of the Controller and awarded pursuant to procedures applicable under the Local Emergency declared by Mayor London Breed on Tuesday, February 25, 2020, and Chapter 21 of the San Francisco Administrative Code, attached hereto; and

**WHEREAS**, the Human Services Agency ("**Department**") wishes to procure the following emergency services in support of the Local Emergency: **On-Site RV/Trailer maintenance**; and,

Now, **THEREFORE**, the parties agree as follows:

### **Article 1 Definitions**

The following definitions apply to this Agreement:

1.1 "**Agreement**" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "**City**" means the City and County of San Francisco, a municipal corporation, acting by and through the Executive Director of the Human Services Agency.

1.3 "**Contractor**" has the meaning set forth in the Preamble.

1.4 "**Effective Date**" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.5 "**Party**" and "**Parties**" mean the City and Contractor either collectively or individually.

1.6 "**Services**" means the work performed by Contractor under this Agreement as specifically described in the "Statement of Work" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

### **Article 2 Term of the Agreement**

#### **2.1 Term.**

The term of this Agreement shall commence on **June 1, 2020** and expire sixty (60) calendar days after expiration of the Local Emergency as further declared by the Mayor or her designee, unless earlier terminated as otherwise provided herein.

### **Article 3 Financial Matters**

#### **3.1 Certification of Funds; Budget and Fiscal Provisions.**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges for the Services will accrue only after prior written authorization certified by the Controller, and the amount of

City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

### **3.2 Guaranteed Maximum Costs.**

The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **One Hundred Fifty Thousand Dollars (\$150,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the Department confirms that the Services have been provided in a manner satisfying all of the requirements of this Agreement. Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, following written notice of such failure the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop performance under this Agreement as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.4, or in such alternate manner as the Parties have mutually agreed upon in writing.

### **3.3.5 LBE Payment and Utilization Tracking System. (Reserved)**

### **3.4 Getting paid by the City for goods and/or services.**

3.4.1 All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

3.4.2 The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

### **3.5 Federal and/or State Funded Contracts. (Reserved)**

### **3.6 Contract Amendments.**

3.6.1 **Formal Contract Amendment:** Except as expressly set forth herein, Contractor shall not be entitled to an increase in the Compensation or an extension of the Booking Period unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.6.2 **City Revisions to Program Budgets:** The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the Compensation or the Term by use of a written City Program Budget Revision.

### **3.7 Audit and Inspection of Records.**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to the Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Contractor in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

### **3.8 Submitting False Claims.**

The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any entity who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. An entity will be deemed to have submitted a false claim to the City if the entity: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently

discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.9 Payment of Prevailing Wages**

Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

## **Article 4 Services Contractor and City Agrees to Perform.**

### **4.1 Services Contractor Agrees to Perform.**

Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

### **4.2 Qualified Personnel.**

Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

### **4.3 Subcontracting. (Reserved)**

### **4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City

shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

#### **4.5 Assignment.**

The Services to be provided and performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

#### **4.6 Warranty.**

Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

#### **4.7 Liquidated Damages. (Reserved)**

#### **4.8 Bonding Requirements. (Reserved)**

### **Article 5 Insurance and Indemnity**

#### **5.1 Insurance.**

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

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

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

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

(d) **Reserved. (Professional Liability Coverage).**

(e) **Reserved. (Technology Errors and Omissions Coverage).**

(f) **Reserved. (Cyber and Privacy Coverage)**

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.9 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.10 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

## 5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.2.2 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services..

## Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor,



or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7      Payment of Taxes**

### **7.1      Taxes**

City shall reimburse Contractor for all sales and use taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Contractor shall include a line item in its invoice and the budget for taxes.

### **7.2      Withholding.**

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8      Termination and Default**

### **8.1      Expiration of Local Emergency / Termination for Convenience**

8.1.1 This Agreement shall expire of its own accord on the expiration date set forth in Section 2.1. In addition, City shall have the option, in its sole discretion with not less than 30 days' written notice, to terminate this Agreement, at any time during the term hereof, for convenience. City shall also have the option, in its sole discretion and without penalty of any kind, to terminate this Agreement upon a determination by the City that Contractor is unable to continue to provide the Services described in Appendix A or otherwise in this Agreement. In any case, the City shall provide written notice that specifies the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions of Contractor shall be subject to the prior approval of City. Within 30 days after the specified termination date, Contractor shall submit to City an invoice. City's payment obligation under this Section shall survive termination of this Agreement.

### **8.2      Termination for Default; Remedies.**

8.2.1 City may terminate this Agreement for Contractor's default in the event that Contractor fails or refuses to perform or observe other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within thirty (30) calendar days after written notice thereof from City to Contractor ("**Event of Default**").

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek

specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

### 8.3 Non-Waiver of Rights.

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

### 8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

Article 3	Financial Provisions		11.9	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.10	Construction
Article 6	Liability of the Parties		11.11	Entire Agreement
Article 7	Payment of Taxes		11.12	Compliance with Laws
Article 8	Termination and Default		11.13	Severability
			Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect.

## Article 9 Rights In Deliverables (Reserved)

### Article 10 Additional Requirements Incorporated by Reference

#### 10.1 Laws Incorporated by Reference.

The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/)

#### 10.2 Conflict of Interest.

By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

#### 10.3 Prohibition on Use of Public Funds for Political Activity.

In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

#### **10.4 Consideration of Salary History.**

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

#### **10.5 Nondiscrimination Requirements.**

In the performance of this Agreement, Contractor covenants and agrees that it will not discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, and national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship. Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **10.6 LBE and Non-Discrimination in Contracting Ordinance. (Reserved)**

#### **10.7 Minimum Compensation Ordinance.**

If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

#### **10.8 Health Care Accountability Ordinance.**

If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

### **10.9 First Source Hiring Program.**

Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

### **10.10 Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

### **10.11 Limitations on Contributions.**

By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

### **10.12 Slavery Era Disclosure. (Reserved)**

### **10.13 Working with Minors. (Reserved)**

### **10.14 Consideration of Criminal History in Hiring.**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

### **10.15 Public Access to Nonprofit Records and Meetings.**

If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

**10.16 Food Service Waste Reduction Requirements.**

Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**10.17 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**10.17.2 Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**10.18 Tropical Hardwood and Virgin Redwood Ban.**

Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**10.19 Preservative Treated Wood Products. (Reserved)**

**Article 11 General Provisions**

**11.1 Notices to the Parties.**

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

To CITY: Human Services Agency  
1650 Mission St #300  
San Francisco, CA 94103  
Attn: David Kashani  
e-mail: David.Kashani@sfgov.org

To Contractor: RANDY'S MOBILE MECHANICAL SERVICE  
2750 CLOVERDALE AVE  
CONCORD, CA 94518  
RANDY@RANDYSMOBILE.COM

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

### **11.2 Compliance with Americans with Disabilities Act.**

Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

### **11.3 Incorporation of Recitals.**

The matters recited above are hereby incorporated into and made part of this Agreement.

### **11.4 Sunshine Ordinance.**

Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

### **11.5 Modification of this Agreement.**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

### **11.6 Dispute Resolution Procedure.**

The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

### **11.7 Government Code Claim Requirement.**

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

### **11.8 Health and Human Service Dispute Resolution Procedure.**

The Parties shall use best efforts to resolve disputes that have not been resolved administratively by other departmental remedies.

### **11.9 Agreement Made in California; Venue.**

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

**11.10 Construction.**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**11.11 Entire Agreement.**

This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.12 Compliance with Laws.**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**11.13 Severability.**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**11.14 Cooperative Drafting.**

This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**11.15 Order of Precedence.**

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, and the attached Appendices. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence.

**11.16 Notification of Legal Requests.**

Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.

**Article 12 Department Specific Terms**

**12.1 Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

### **Article 13 Data and Security**

#### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary or Confidential Information.

#### **13.2 Payment Card Industry ("PCI") Requirements. (Reserved)**

#### **13.3 Protected Health Information.**

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement.

### **Article 14 Official Actions Relating to the Emergency; FEMA Assistance**

#### **14.1 Orders of Local, State or Federal Officials.**

City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website ([sfdph.org](http://sfdph.org)) regularly. Contractor is strongly encouraged to post a copy of relevant Health Officer orders onsite and to provide a copy to any member of the public asking for a copy.

#### **14.2 FEMA Assistance.**

This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the



FEMA Emergency & Exigency Contracts Requirements attached hereto as Appendix D and incorporated herein by reference.

**Article 15 MacBride And Signature**

**15.1 MacBride Principles -Northern Ireland.**

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

**CITY**

**CONTRACTOR**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

UNION SERVICE COMPANY INC

DocuSigned by:  
*Trent Rhorer* 7/9/2020  
By: \_\_\_\_\_  
9753A8870BB74EE...  
Trent Rhorer  
Executive Director  
Human Services Agency

DocuSigned by:  
*Randy Wilferd Jr.* 6/26/2020  
By: \_\_\_\_\_  
0EA4640DD1614DD...  
Name: Randy wilferd Jr.  
Title: owner

**Approved as to Form:**

2750 Cloverdale Ave  
Concord, CA 94518

Dennis J. Herrera  
City Attorney

Supplier ID: 0000043501

DocuSigned by:  
*David Ries* 7/7/2020  
By: \_\_\_\_\_  
EFF1B6C5BE4244A...  
David Ries  
Deputy City Attorney

Approved:

DocuSigned by:  
*Shawn Peeters* 7/10/2020  
By: \_\_\_\_\_  
C13CDA276251449...  
Sailaja Kurella, Shawn Peeters  
Acting Director of the Office of Contract  
Administration, and Purchaser

**Appendices**

- A: Statement of Work
- B: Calculation of Charges
- C: Method of Payment
- D: FEMA Emergency & Exigency Contracts Requirements
- E: Local Emergency Declaration

**Appendix A  
Statement of Work**

Contractor shall provide **Twice per week** RV/Trailer maintenance and service at City and County of San Francisco managed RV/Trailer sites.

At a minimum:

1. Contractor shall be on-site inspecting and performing repairs at least **4 hours each service day** (8 hours minimum per week).
2. Perform inspections/repairs of approximately 120 trailers on site that will have common service needs.
3. Examples of service needs include but are not limited to: electrical/lights not working, heater/ac issues, door/lock problems, appliance issues (refrigerators, microwaves), leaks, installation of safety accessories, battery replacements, etc.
4. Contractor shall note and keep a log of all services performed on RV/Trailers, being sure to note the RV/Trailer number of each repair.
5. Contractor shall seek prior approval before making any purchase that would exceed a weekly aggregate total of \$500.
6. Contractor shall provide a cost breakdown of any charged parts noting which RV/trailer needed the part, the reason of the need, as well as cost.
7. Contractor shall furnish all supervision, equipment and labor necessary for the completion of the repairs.

**Appendix B  
Calculation of Charges**

**Summary of Costs**

<b>Line Item</b>	<b>Rate</b>
Weekly service charge for on-site RV/Trailer Maintenance and Repair. (Minimum 4 hours per day, Twice per week)	\$1,995/Week
Emergency Call-out, outside of scheduled hours	\$206.25/Hour
Allowance for Miscellaneous, as needed parts for repairs*	\$500/Week

\*Prior approval is needed for purchases exceeding \$500/week aggregate.

**Budget**

The total amount not to exceed for this contract is \$150,000

### Appendix C – Method of Payment

- I. In accordance with Article 3 of the Contract Agreement, payments shall be made for the unit of service rate incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 3 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>. Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the period of service, unless otherwise specified.
  - A. The contractor will submit a monthly invoice detailing **units of service** and amount charged. The contractor will maintain a record describing units of service and activities provided.
  - B. All charges incurred under this agreement shall be due and payable only after services have been rendered, and in no case in advance of such services.
  - C. Invoices from subcontractors (if any) for the period of service must be submitted regardless of dollar amount. If requested by SFHSA, supporting documentation must be uploaded into CARBON and submitted along with the invoice.
  - D. Contractor shall supply additional specific supporting documentation when requested by SFHSA. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.
- VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- VII. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of contract payments.

**APPENDIX D**  
**FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS**

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.
- 5. Equal Employment Opportunity.** If this contract constitutes a "federally assisted construction contract" as defined in 41 C.F.R. §60-1.3, during the performance of this contract, Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the provisions of this section 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**6. Davis-Bacon Act.** If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:



A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor will be made available upon request. The City will report all suspected or reported violations to FEMA.

C. Additionally, Contractor is required to pay wages not less than once a week.

**7. Copeland Anti-Kickback Act.** If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**8. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. **Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

10. **Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. **Federal Water Pollution Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**12. Debarment and Suspension.** If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**13. Procurement of Recovered Materials**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**14. Time and Material Contracts.** To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

**15. Bonding Requirements.** To the extent this is a contract for construction or facility improvement, Contractor agrees as follows:

A. Contractor provided with its bid for this contract a bid guarantee of no less than 5% of the bid price, or greater if otherwise required in this contract or the San Francisco Administrative Code.

B. Contractor has obtained a performance bond in favor of the City, securing fulfillment of all its obligations under the contract, in an amount no less than 100% of the contract price.

C. Contractor has obtained a payment bond, assuring payment as required by law to all persons supplying labor and material in the execution of the work provided for in the contract, in an amount no less than 100% of the contract price.

**16. Access to Records.** The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**17. Department of Homeland Security Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**18. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**19. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**20. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**21. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Randy's Mobile Mechanical Service certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
Randy Wilferd Jr.  
0E44640DD1614DD  
Signature of Contractor's Authorized Official

Randy Wilferd Jr.                                  owner

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

6/26/2020

\_\_\_\_\_  
Date

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

## **PROCLAMATION BY THE MAYOR DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, California Government Code Sections 8550 et seq., San Francisco Charter Section 3.100(13) and Chapter 7 of the San Francisco Administrative Code empower the Mayor to proclaim the existence of a local emergency, subject to concurrence by the Board of Supervisors as provided in the Charter, in the case of an emergency threatening the lives, property or welfare of the City and County or its citizens; and

**WHEREAS**, The United States has confirmed cases of individuals who have a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19" or "the virus") first detected in Wuhan, Hubei Province, People's Republic of China ("China"). The virus was first reported in China on December 31, 2019. As of February 24, 2020, the World Health Organization ("WHO") has reported approximately 77,262 confirmed cases of COVID-19 in China, more than the number of confirmed cases of Severe Acute Respiratory Syndrome (SARS) during its 2003 outbreak. An additional 2,069 cases have been confirmed across 29 other countries; in many of these cases, the infected individuals had not visited China. More than 2,500 people have died from the virus, including 23 outside of China. The number of confirmed cases has continued to escalate dramatically over a short period of time; and

**WHEREAS**, WHO officials now report that sustained human-to-human transmission of the virus is occurring. Transmission from an asymptomatic individual has been documented. Although the majority of individuals infected with COVID-19 recover from the disease without special treatment, approximately 1 in 6 may become seriously ill. Manifestations of severe disease have included severe pneumonia, acute respiratory distress syndrome, septic shock, and multi-organ failure. Approximately 2% of the people confirmed infected with COVID-19 have died; and

**WHEREAS**, On January 30, 2020, WHO declared the COVID-19 outbreak a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States; and

**WHEREAS**, The Centers for Disease Control and Prevention ("CDC") has determined that the virus presents a serious public health threat, requiring coordination among state

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

and local health departments to ensure readiness for potential health threats associated with the virus; and

**WHEREAS**, The CDC has issued guidance to local and State health departments, including San Francisco's Department of Public Health ("DPH"), concerning risk assessment and public health management of persons with potential exposure to COVID-19. These guidelines require DPH to make extraordinary efforts to monitor ongoing communicable disease threats and prepare for management of individuals who may have been exposed to COVID-19; and

**WHEREAS**, DPH, the Department of Emergency Management, and other City partners have been working successfully and diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response; and

**WHEREAS**, The City's Director of Public Health has determined that DPH cannot comply with the CDC's guidance without immediate action beyond the City's ordinary response capabilities, including directing personnel and resources from other City departments to assist with the ongoing and developing threat of COVID-19; and

**WHEREAS**, Conditions of extreme peril to the safety of persons and property have arisen; and

**WHEREAS**, The Mayor does hereby proclaim that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

**NOW, THEREFORE,**

I, London N. Breed, Mayor of the City and County of San Francisco, proclaim the existence, effective immediately on February 25, 2020, of an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

**It is further ordered that:**

(1) All City and County officers and employees take all steps requested by the Director of Public Health to prevent the spread of COVID-19 and to prevent or alleviate illness or death due to the virus; and



OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

(2) All City and County officers and employees take all steps requested by the Director of Public Health to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency; and

**I further proclaim and order that:**

By the terms of this emergency declaration the government of the City and County of San Francisco is organized under the provisions of the Incident Command System (ICS), which system forms an essential part of the City's Emergency Operations Plan. The head of each City department and agency shall observe his or her proper relationship in the command structure outlined by the system and shall respond to the orders and requests of the Lead Department designated to exercise supervision over his or her department during the course of this emergency;

Because of the extreme peril to its residents and visitors, the Governor of the State of California is hereby requested to include the area of the City and County of San Francisco in any emergency declaration by the State, and is further requested to ensure that the City and County is included in any emergency declaration that may be issued by the President of the United States.

**And I further proclaim and order that:**

This declaration of a local emergency shall continue to exist until it is terminated by the Mayor or the Board of Supervisors. All departments of the City and County of San Francisco are strictly ordered to cooperate with the requests for material and personnel resources that may emanate from the Incident Command Staff of the City and County which is located in the Emergency Command Center of the City and County of San Francisco.

DATED: *2/25/2020*

A handwritten signature in black ink that reads "London Breed".

London N. Breed  
Mayor of San Francisco

## 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: Repairs and Maintenance Services for Travel TrailersFunding Source: General FundPSC Duration: 3 yearsPSC Amount: ,\$500,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor shall provide repairs and maintenance services for 120 travel trailers, under Covid-19 Alternative Shelter Program, located at Site F. These trailers were acquired as a temporary housing options for the City's most vulnerable populations at the beginning of pandemic, Covid-19. The required maintenance and repairs are electrical and lights, heater and air conditioning, doors and locks, appliances such as refrigerator and microwave, leaks, etc. These services are to be performed twice per week, with 4 hours for each service day, for a total of 8 hours per week, plus on call for urgent issues.

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

The City is not prepared to ramp down the travel trailers under the shelter program until late 2023, or beyond, and these support services are essential and critical in keeping the trailers in operable conditions. Denial of these services would cause these trailers to fall into disrepair.

**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, along with other services, are being performed under an emergency PSC #40286 20/21, see attachment.

**D. Will the contract(s) be renewed?**

No.

**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):**

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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:

These services are needed to continue to maintain the 120 trailers purchased by the City to stem the spread of the continually evolving Covid-19 pandemic. These services are required on a temporary basis until the City ramps down the trailers.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Ability to perform repairs and maintenance of site trailers, including electrical and lights, heater and air conditioning, doors and locks, appliances (refrigerators, microwaves), leaks, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer; 7347, Plumber; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide equipment and tools needed to maintain and repair site trailers.

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

During the emergency, Disaster Service Workers (DSWs) were called to setup and operate the site. Due to the nature of the emergency and complexity of the travel trailers, these DSWs do not have the expertise/equipment to operate and maintain the trailers.

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

- A. Explain why civil service classes are not applicable.  
These services are required on a temporary basis.
- 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. These services are required on a temporary basis.

**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. No training is involved.
- 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 02/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Laborers, Local 261; Plumbers, Local 38; Stationary Engineers, Local 39

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44789 - 21/22

DHR Analysis/Recommendation:

action date: 04/18/2022

Commission Approval Required

Approved by Civil Service Commission

04/18/2022 DHR Approved for 04/18/2022

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **June 1, 2021**, in San Francisco, California, by and between **Randy’s Mobile Mechanical Service, 2750 Cloverdale Ave, Concord, CA 94518** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount; and

WHEREAS, this Agreement is a sole source emergency services contract approved by the Office of the Controller and awarded pursuant to procedures applicable under the Local Emergency declared by Mayor London Breed on Tuesday, February 25, 2020, and Chapter 21 of the San Francisco Administrative Code; this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 40286 – 20/21 on May 3, 2021; and

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

1. **Agreement.** The term “Agreement” shall mean the Agreement dated June 25, 2020 between Contractor and City.
2. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

1. **Term.** Section 2.1 Term of the Agreement currently reads as follows:

2.1 **Term.** The term of this Agreement shall commence on June 1, 2020 and expire sixty (60) calendar days after expiration of the Local Emergency as further declared by the Mayor or her designee, unless earlier terminated as otherwise provided herein.

*Such section is hereby amended in its entirety to read as follows:*

2.1 **Term.** The term of this Agreement shall commence on June 1, 2020 and expire on May 31, 2022, unless earlier terminated as otherwise provided herein.

2. **Payment.** Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **One Hundred Fifty Thousand Dollars (\$150,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

*Such section is hereby amended in its entirety to read as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Three Hundred Thirty Thousand Dollars (\$330,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B-1. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix B – Calculation of Charges.** Appendix B, Calculation of Charges, of the Aforesaid Agreement displays the original total amount of \$150,000.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, which displays the budget as herein modified to \$330,000.

4. **Appendix D – FEMA Emergency & Exigency Contracts Requirements.** Appendix D is hereby replaced in its entirety by Appendix D-1, which was updated March 18, 2021, attached to this Amendment and fully incorporated within the Agreement.

**Article 3 Effective Date**

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

**Article 4 Legal Effect**

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

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

CITY

Recommended by:

DocuSigned by:

*Trent Rhorer*

8/23/2021

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Trent Rhorer  
Executive Director  
Human Services Agency

CONTRACTOR

Randy's Mobile Mechanical Service

DocuSigned by:

*Randy Wilferd Jr.*

8/16/2021

A6FDDEE448EE54E6...

Randy Wilferd Jr.  
Owner  
2750 Cloverdale Ave  
Concord, CA 94518

Approved as to Form:

City Supplier number: 0000043501

Dennis J. Herrera  
City Attorney

DocuSigned by:

*David Ries*

8/23/2021

By: EFF1B6C5BE4244A...

David Ries  
Deputy City Attorney

Approved:

Sailja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

DocuSigned by:

By: *Taraneh Moayed*

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Taraneh Moayed

**Attached Appendices:**

**Appendix B-1: Calculation of Charges**

**Appendix D: FEMA Emergency & Exigency Contracts Requirements**



### Appendix B-1 Calculation of Charges

#### Summary of Costs

Line Item	Rate
Weekly service charge for on-site RV/Trailer Maintenance and Repair. (Minimum 4 hours per day, Twice per week)	\$1,995/Week
Emergency Call-out, outside of scheduled hours	\$206.25/Hour
Allowance for Miscellaneous, as needed parts for repairs*	\$500/Week

\*Prior approval is needed for purchases exceeding \$500/week aggregate.

#### Budget

The total amount not to exceed for this contract is \$330,000

<sup>DS</sup>  
JG

<sup>DS</sup>  
ET

<sup>DS</sup>  
DK

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## **APPENDIX D-1 FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS**

- 1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
- 2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.
- 4. Termination for Cause.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.
- 5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

  - A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

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on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

**7. Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

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A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**8. Federal Water Pollution Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.** If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

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any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. Procurement of Recovered Materials**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**11. Time and Material Contracts.** To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

**12. Access to Records.** The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**13. Department of Homeland Security Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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**14. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**15. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**16. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Contractor is prohibited from obligating funds from this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contract Version 2.0 (Ch. 21 & Grants)

- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  
- C. See Public Law 115-232, section 889 for additional information.

**18. Domestic Preferences for Procurements** *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  
- B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**19. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

Contract Version 2.0 (Ch. 21 & Grants)

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Randy's Mobile Mechanical Services** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

*Randy Wilfred Jr.*

Signature of Contractor's Authorized Official

Randy Wilfred Jr.

Name and Title of Contractor's Authorized Official

8/23/2021

Date



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS Dept. Code: DSS

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: COVID-19 Site Support Services

Funding Source: Local, State, Federal PSC Duration: 2 years 8 weeks  
PSC Amount: \$8,000,000 PSC Est. Start Date: 05/01/2020 PSC Est. End Date: 06/30/2022

**1. Description of Work**

**A. Scope of Work:**

The City's response to the Covid-19 pandemic includes establishing the Covid-19 Alternative Shelter program to provide emergency, temporary housing options for the City's most vulnerable populations. To minimize the spread of COVID-19 for people to isolate, quarantine and/or shelter in place, the City acquired travel trailers to provide temporary housing for individuals in the Bayview-Hunters Point neighborhood who are vulnerable to the virus due to their housing situation not allowing them to socially-distance from others. Due to the nature of the site, we require supportive services to operate and maintain this site. These services include:

- \* Laundry and Linen Services
- \* Water and Waste Sewage
- \* Travel trailer maintenance and repairs.
- \* Portable Services for ADA restroom trailers
- \* Janitorial Services - COVID disinfecting

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

Congregate shelters were operating at a lower capacity due to COVID-19, and local hospitals do not have capacity to shelter those who do not require acute health treatment. The travel trailers were implemented soon after the emergency to help combat this problem. Supports Services were needed to help operate and maintain the complexity of these trailers. The consequences of denial would be to allow 120 unhoused San Franciscans to remain on the streets and hope that their being outside limits the spread of COVID-19 amongst the unhoused population.

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.  
These are new services due to the nature of the emergency.

D. Will the contract(s) be renewed? Once the public health emergency ends, these contracts will no longer be

**2. Union Notification:** On 04/07/2021, the Department notified the following employee organizations of this PSC/RFP request: Automotive Machinists, Local 1414; Carpenters, Local 22; Carpet, Linoleum & Soft Tile; Laborers, Local 261; Painters, L

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40286 - 20/21

DHR Analysis/Recommendation:

05/03/2021

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 05/03/2021

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise:  
 Ability to maintain a site for travel trailers such as personal laundry, janitorial services, travel trailer repair and maintenance including water and sewer waste management.

B. Which, if any, civil service class(es) normally perform(s) this work?  
 2708,2706,7381,2770,7334,7347,7392,7393,7449,7514,2736,7346,7344,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
 Yes, certain contractors will provide equipment related to operating and repairing the travel trailers

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:  
 The need was immediate and temporary.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
 No, this need was urgent and temporary.

**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?<br>No training is required   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? Yes. Federal requirements must be met to make these | <input checked="" type="checkbox"/> | <input 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?                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
 ON \_\_\_\_\_ BY:

Name: Esperanza Zapien Phone: 557-5657 Email: esperanza.zapien@sfgov.org

Address: 1650 Mission Street Suite 500 San Francisco, CA

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Repairs and Maintenance Services for Travel Trailers

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$500,000

**1. Description of Work**

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

Contractor shall provide repairs and maintenance services for 120 travel trailers, under Covid-19 Alternative Shelter Program, located at Site F. These trailers were acquired as a temporary housing options for the City's most vulnerable populations at the beginning of pandemic, Covid-19. The required maintenance and repairs are electrical and lights, heater and air conditioning, doors and locks, appliances such as refrigerator and microwave, leaks, etc. These services are to be performed twice per week, with 4 hours for each service day, for a total of 8 hours per week, plus on call for urgent issues.

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

The City is not prepared to ramp down the travel trailers under the shelter program until late 2023, or beyond, and these support services are essential and critical in keeping the trailers in operable conditions. Denial of these services would cause these trailers to fall into disrepair.

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, along with other services, are being performed under an emergency PSC #40286 20/21, see attachment.

D. Will the contract(s) be renewed?

No.

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):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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:

These services are needed to continue to maintain the 120 trailers purchased by the City to stem the spread of the continually evolving Covid-19 pandemic. These services are required on a temporary basis until the City ramps down the trailers.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Ability to perform repairs and maintenance of site trailers, including electrical and lights, heater and air conditioning, doors and locks, appliances (refrigerators, microwaves), leaks, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer; 7347, Plumber; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide equipment and tools needed to maintain and repair site trailers.

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

During the emergency, Disaster Service Workers (DSWs) were called to setup and operate the site. Due to the nature of the emergency and complexity of the travel trailers, these DSWs do not have the expertise/equipment to operate and maintain the trailers.

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

- A. Explain why civil service classes are not applicable.  
These services are required on a temporary basis.
- 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. These services are required on a temporary basis.

**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 is involved.
- 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 02/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Laborers, Local 261; Plumbers, Local 38; Stationary Engineers, Local 39

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44789 - 21/22

DHR Analysis/Recommendation:

action date: 04/18/2022

Commission Approval Required

Approved by Civil Service Commission

04/18/2022 DHR Approved for 04/18/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Racial Equity Consulting Services

Funding Source: General Fund

PSC Amount: \$200,000

PSC Est. Start Date: 08/01/2023

PSC Est. End Date 10/31/2024

**1. Description of Work**

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

The Juvenile Probation Department (JPD) wishes to procure consulting services from qualified individuals to support the implementation of Phase II of its Racial Equity Action Plan (attached for reference). Consulting services shall include Training, Coaching, Facilitation, Technical Services, and Organizational Equity Development.

Phase II of the Racial Equity Action Plan will provide a more granular review of the intersection of department-specific employment decisions and race as well as gender, namely for hiring, promotions, professional development, terminations, exit interviews, and compensation decisions for department employees. The contracted consultant will provide assistance in operationalizing these goals, as well as provide JPD with tools to help foster inclusion and racial equity across the department. The contracted consultant will also provide coaching and support actions plans that address barriers to hiring, develop supplemental questionnaires, and review minimum qualifications for positions at the department. All staff will benefit from these services - with some services focused deliberately on leadership staff. Services will be provided in-person and virtually, with hybrid options.

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

These services are necessary and essential to implement the department's Racial Equity Action Plan. The denial of these services would result in the department not meeting their City-mandated obligation for implementing its Racial Equity Action Plan, nor offer its staff specialized training. The role of the consultant will be to build capacity about racial equity issues and tools within our department.

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 not been provided at JPD in the past. However, other City departments have procured similar services to support their respective racial equity plans.

D. Will the contract(s) be renewed?

Services will be provided over a 1-year span, but that may be extended if the department determines there is a need.

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):

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

B. Explain the qualifying circumstances:

JPD does not have the internal expertise to provide these services, and needs external support from a consultant.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Qualifying consultants must have expertise with racial equity-specific topics and program design and facilitation, training, organizational development, human resource management, and research and evaluation.

B. Which, if any, civil service class(es) normally perform(s) this work? 0922, Manager I; 0923, Manager II; 0931, Manager III; 0932, Manager IV;

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?**

No - these consulting services are not available within the City. The consulting services being sought are necessary and cannot be offered by other JPD staff due to the complexity of the topics. Staff will learn connect aspects of identity to inclusion and exclusion from dominant culture, explore common terms and definitions in equity work, and establish agreements for engagement so that the group can hold deeper conversations about the impact of white supremacy beliefs on the organizational culture. JPD leadership staff can support, however, added support for capacity from a consultant will be needed.

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

A. Explain why civil service classes are not applicable.

There is no civil service class that has that knowledge base to provide racial equity consulting services. A consultant who provides racial equity consulting services has specific knowledge and tools around race, racism, racial equity, implicit bias, and structural racism. In addition, they know how to interweave these constructs with organizational change management.

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. N/A - it would not be practical to adopt a new civil service class. There is no civil service class that has that knowledge base to provide racial equity consulting services.

**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. The contracted consultant will design and facilitate learning sessions/trainings on racial equity leadership & facilitation for JPD directors, managers, and supervisors ("leadership staff"), and other staff (line staff, analysts, etc.). The contracted consultant will design and provide a series of interactive workshops and learning sessions/trainings that build capacity to lead with equity through dialogue, analysis and reflection. The sessions will build a foundational understanding and framework for racial equity in the workplace and basic terminology and definitions. The sessions will focus on the role of team members in leading organizational antiracist changes and make recommendations to transform practices that are heavily influenced by white-supremacist culture and practices.
- 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 04/20/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Management & Superv Local 21; Municipal Executive Association; 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: Elisa Baeza Phone: 4157537526 Email: elisa.baeza@sfgov.org

Address: 375 Woodside Avenue San Francisco, CA 94127

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43586 - 22/23

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 07/17/2023

Civil Service Commission Action:



# **Receipt of Union Notification(s)**

**From:** [dh-psscordinator@sfgov.org](mailto:dh-psscordinator@sfgov.org) on behalf of [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)  
**To:** [Baeza, Elisa \(JUV\)](mailto:Baeza, Elisa (JUV)); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [andrea@sfmea.com](mailto:andrea@sfmea.com); [Laxamana, Junko \(DBI\)](mailto:Laxamana, Junko (DBI)); [Criss@sfmea.com](mailto:Criss@sfmea.com); [christina@sfmea.com](mailto:christina@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Baeza, Elisa \(JUV\)](mailto:Baeza, Elisa (JUV)); [DHR-PSCCoordinator](mailto:DHR-PSCCoordinator), [DHR \(HRD\)](mailto:DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43586 - 22/23  
**Date:** Thursday, April 20, 2023 5:31:44 PM

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RECEIPT for Union Notification for PSC 43586 - 22/23 more than \$100k

The JUVENILE PROBATION -- JUV has submitted a request for a Personal Services Contract (PSC) 43586 - 22/23 for \$200,000 for Initial Request services for the period 08/01/2023 – 10/31/2024. 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/20213> 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)**



**City and County of San Francisco  
Juvenile Probation Department**

**Katherine Weinstein Miller**  
Chief Probation Officer

375 Woodside Avenue  
San Francisco, CA 94127  
(415) 753-7800

December 28, 2020

Director Shakirah Simley  
Office of Racial Equity  
San Francisco Human Rights Commission  
25 Van Ness Avenue #800  
San Francisco, CA 94102

Re: San Francisco Juvenile Probation Department Racial Equity Action Plan

Dear Director Simley,

The Juvenile Probation Department (JPD) respectfully submits our Racial Equity Action Plan, in alignment with the Office of Racial Equity's framework for the City and County of San Francisco. Prior to submission, this document has been presented to the Juvenile Probation Commission and reviewed by the JPD Racial Equity Work Group.

The juvenile and adult justice systems represent a legacy of racial inequity and harm that place them in the spotlight as the nation, California, and San Francisco grapple with an unparalleled racial reckoning. The enduring racial and ethnic disparities in our juvenile justice system provide stark evidence of the individual, interpersonal, institutional, and systemic racism that has underpinned our public systems since their inception. Longstanding justice system approaches have served to deepen the involvement of many young people in the system and in delinquency—youth often failed by other public institutions beginning in early childhood—rather than providing opportunities to successfully and permanently exit the system and thrive. Research repeatedly has demonstrated what young people, families and communities of color, particularly the African American community, know all too well: the juvenile justice system's traditional reliance on detention, supervision, and sanctions destabilizes families and communities, disrupts prosocial connections and relationships, and serves as a powerful source of trauma and pipeline to adult justice system involvement for a select group of children.

Compared to many other jurisdictions, San Francisco has long served as a model for alternative approaches to youth crime, including our Community Assessment and Referral Center (CARC), commitment to detention alternatives, and network of community-based services. Like many other jurisdictions across the country, San Francisco has seen dramatic reductions of youth in our courtrooms and our juvenile hall. Yet as numbers overall have declined, racial disparities have increased—particularly for Black youth, who comprise over 50 percent of JPD's caseload. On a recent day in November, only 12 youth were detained in our juvenile hall, but 100 percent were Black—in a City where Black children comprise less than 6 percent of our youth population.

As of this writing, San Francisco is engaged in unprecedented efforts to re-imagine our approach to youth justice. City leadership has committed to broad system change, including the closure of the current Juvenile Hall, through collaborative processes that center the voice of youth, families, and community institutions. JPD is committed to this process, and to a transformed approach that can improve the lives of BIPOC youths, families, and communities.

At the same time, the department itself has been reflective, racially and ethnically, of the young people it serves and supervises. Eighty-five percent of JPD's staff are BIPOC, including almost 40 percent that are Black. In the last 20 years, three of the five JPD Chief Probation Officers who served have been Black, and three of five Assistant Chief Probation Officers have been BIPOC. As we submit this Racial Equity Action Phase I Plan, JPD finds itself in a unique position. We are creating a plan for the department as it is, while engaged in a seismic shift in the way we address youth justice in San Francisco—with likely significant impacts on the department itself. ORE calls for us to provide a blueprint for advancing racial equity in JPD across the next three years, but we don't know what those years will bring for the department or our youth justice system as a whole. Possible "internal" impacts could include a dramatically reduced workforce (including layoffs) and reduced opportunities for advancement, both of which will disproportionately impact our BIPOC staff. But they also could present exciting new opportunities to serve in a transformed system that centers racial equity and improves outcomes for our youth. We welcome these vital reforms while working to ensure that we give our BIPOC staff the support they need to move into this new chapter of youth justice—or other employment opportunities—and to be heard during this uncharted process. Ultimately, we are committed to a vision of probation in which our youth and families see the department as reflective *of* them, and working *for* them and *with* them.

### **Development of the Juvenile Probation Department's Internal Racial Equity Action Plan**

Following the murder of George Floyd at the hands of Minneapolis Police officers on May 25, 2020, all Juvenile Probation Department (JPD) staff were invited to participate in healing/expressive dialogues facilitated by an external clinician, and to participate in creating a Work Group to examine racial equity and bias both in our work and in our department culture. Staff responded enthusiastically to the opportunity to engage in these critical conversations—particularly resonant for a department overwhelmingly comprised of BIPOC who serve in law enforcement positions. Twenty individuals, representing diversity across race and ethnicity, roles, and department divisions, volunteered to join the JPD Racial Equity Work Group, including line staff with decades of experience within the department and working with justice-involved youth and families both in detention and in the community; top leadership; and staff with experience in data analysis, training, and labor representation. This effort laid the groundwork to support the Office of Racial Equity's (ORE) process starting in late June.

To meet the ORE's directives, JPD identified Racial Equity Leaders from the Racial Equity Work Group, which was subdivided into an Internal Subcommittee, responsible for completion of Phase I of the Citywide Racial Equity Framework (this document), and an External Subcommittee, responsible for completion of Phase II (forthcoming). The Internal Subcommittee of the JPD Racial Equity Work Group has identified the following Departmental goals. Activities associated with these goals are already underway, with full-scale implementation planned throughout 2021. At the same time, JPD will continue to develop and implement our racial equity plan for our external work with youth, families, and community partners.

## Juvenile Probation Department Internal Racial Equity Action Plan Goals

### **Hiring and Recruitment**

Recruit and hire a diverse staff which mirrors the community we serve and provides services in an equitable manner, with a targeted emphasis on those roles, units and divisions which are not meeting this goal.

### **Retention and Promotion**

Create clearly defined, widely disseminated expectations for promotional opportunities; enact supervisor accountability regarding training opportunities, mentoring; take a strength-based approach that supports opportunity and equitable helps staff succeed.

### **Discipline and Separation**

Enact the principle that actions do not define the person; enact our organizational belief of redemption and helping people to succeed; build capacity while meeting disciplinary goals.

### **Diverse and Equitable Leadership and Management**

Executive and senior management and front-line supervisory teams mirror the community we serve and explicitly demonstrate commitment to racial equity across all aspects of work and operations.

### **Mobility and Professional Development**

Continuous opportunities for individualized professional development and advancement within the department, City and juvenile justice field, with an emphasis on BIPOC staff.

### **Organizational Culture of Inclusion and Belonging**

Active creation of an organizational culture across all divisions of JPD that is aware of subtle bias, de-centers whiteness as a proxy for professionalism and consciously embraces diverse presentations of professionalism.

### **Boards and Commissions**

Actively support Juvenile Probation Commission members to be aligned with JPD's Racial Equity Action Plan and the City's racial equity commitment.

I look forward to the continued engagement of JPD's staff in working to achieve these goals, and the ongoing collaboration with ORE to advance racial equity sustainably throughout San Francisco, and particularly in the justice system.

Sincerely,



Katherine W. Miller  
Chief Probation Officer

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# RACIAL EQUITY ACTION PLAN TEMPLATE PHASE 1

*A Racial Equity Action Plan (RE Action Plan) shall include Racial Equity indicators to measure current conditions and impact, outcomes resulting from changes made within programs or policy, and performance measures to evaluate efficacy, that demonstrate how a City department will address Racial Disparities within the department as well as in external programs. — ORE Legislative Mandate, [Ordinance No. 188-19](#)*

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## Juvenile Probation Department

Racial Equity Lead  
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Last Updated  
12/28/20

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### Racial Equity Action Plan Template Key

**ACTIONS:** specific acts to accomplish to achieve departmental goals

**RESOURCES COMMITTED:** what is needed to perform actions; financial, human, and/or material

**INDICATORS:** quantifiable measure of an action's success; how much, how well, or is anyone better off?

**TIMELINE:** dates denoting the start and end of the action

**IMPLEMENTATION:** detailed plan on how the action will be accomplished; month, quarter, and/or year

**STATUS:** the action's current status, updated regularly [ongoing | in-progress | completed | not started]

**LEAD:** staff, committee, or body responsible for the action and/or accountable for its completion



#### Racial Equity Action Plan Sections

1. Hiring and Recruitment
2. Retention and Promotion
3. Discipline and Separation
4. Diverse and Equitable Leadership and Management
5. Mobility and Professional Development
6. Organizational Culture of Inclusion and Belonging
7. Boards and Commissions

## PROCESS

*Please describe how your RE Action Plan was developed and who was involved.*

Following the murder of George Floyd, department leadership invited all staff to (1) participate in healing/expressive dialogues facilitated by an external clinician; and (2) participate in creating a work group to look at racial equity and bias both in our work and in our department culture. Staff responded enthusiastically to the opportunity to engage in these critical conversations - particularly resonant for a department overwhelmingly comprised of BIPOC<sup>1</sup> who serve in law enforcement positions.

With the launch of the ORE's process in late June, we took the following steps:

- (1) RE leaders were identified, either by invitation or by request to participate. The RE leadership group was selected to represent a broad array of department experience, from all divisions. This group has been regularly coordinating with the ORE, including participating in City-level meetings and training sessions and attending ORE office hours for support in the development of JPD's plan. RE Leaders also provide regular updates on this work at bi-weekly Administrative Team meetings, monthly JPD All Staff Meetings, and at Juvenile Probation Commission meetings.
- (2) Open invitation to all members of the department to participate in JPD Racial Equity Work Group. In response to this invitation, a group of 20 individuals volunteered to join this effort, representing diversity across race & ethnicity, roles, and department divisions. The group includes line staff with decades of experience within the department and working with justice-involved youth and families both in detention and in the community; top leadership; and staff with experience in data analysis, training, and labor representation. Executive leadership committed that individuals participating would not have to do so on top of other duties, and would have sufficient time to engage in this important effort. This group began meeting on June 26, 2020 and divided into two subcommittees:

<sup>1</sup> BIPOC is an acronym for "Black, Indigenous (and) People of Color. From Dictionary.com: Black can refer to dark-skinned peoples of Africa, Oceania, and Australia or their descendants without regard for the lightness or darkness of skin tone, and who were enslaved by white people. Indigenous, here, refers to ethnic groups native to the Americas, and who were killed en masse by white people. People of color is an umbrella term for non-white people, especially as they face racism and discrimination in a white dominant culture. Growing in use and awareness during the 2020 George Floyd protests against racism and police brutality, BIPOC is meant to emphasize the particular hardships faced by Black and Indigenous people in the US and Canada—especially because Indigenous people often get forgotten in social justice causes and that anti-Black racism is particularly virulent.

- (1) The Internal Subcommittee: responsible for completion of Phase I of the Citywide Racial Equity Framework (this document). The Internal Subcommittee then split into 2 subgroups; one tackled goals 1-3 and the other focused on 4-7 in the template. The group gathered relevant Human Resources data and policies.
- (2) The External Subcommittee: responsible for completion of Phase II of the (forthcoming) Citywide Racial Equity Framework. In the interim, this group has created and is populating its own matrix that identifies key components of JPD's work with youth, families, and community partners and recommends areas of improvement in each component. Once the Phase II framework is released, the temporary matrix will be used to populate that document.
- (3) Development and completion of JPD Racial Equity Staff Survey - see page 9, below.

Prior to submission, this document has been presented to the Juvenile Probation Commission and full Racial Equity Work Group, and shared with all JPD staff via email for feedback.

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## DEPARTMENT BACKGROUND

*Moved to APPENDIX A:*

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## CURRENT WORKFORCE DEMOGRAPHIC DATA

*Moved to APPENDIX B:*

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## RESULTS FROM DEPARTMENT ASSESSMENT AND EMPLOYEE SURVEY

*Moved to APPENDIX C:*

# 1. HIRING AND RECRUITMENT

Identify, Attract, Invest in and Retain a Diverse City Workforce. Racial homogeneity within hiring and recruiting networks reproduce historical inequities in access to family-sustaining, living wage jobs. Therefore, cultivating an inclusive workforce requires intentional efforts in and with diverse, underrepresented and underserved communities. Rather than passively waiting for a more diverse candidate pool and people with more varied backgrounds to apply, Departments can and should actively seek these

individuals out. This includes assessing the most basic barriers to access that influence the City’s applicant pool, and developing a clear, intentional outreach strategy. Further, partnering creatively within non-traditional outlets, community-based organizations, BIPOC professional networks, re-entry programs, SFUSD and community college systems will cultivate a rich pool of diverse candidates.

## DEPARTMENT GOAL

*What is the department’s overall goal on Hiring and Recruitment?*

Recruit and hire a diverse staff which:

- Mirrors the community we serve;
- Provides services in an equitable manner, with a targeted emphasis on those roles, units and divisions which are not meeting this goal.

### 1.1. Develop a hiring and recruitment policy and procedure that aligns with the Citywide Racial Equity Framework and the department’s RE Action Plan.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
1.1.1. Assess current conditions and barriers that impede 1) potential applicants’ ability to competitively apply to available positions, and 2) disallows current, competitive employees to apply.	REWG Internal Team; HR Team; Community Partnership & Strategies Coordinator; Executive Leadership	Barriers assessment is completed	Assessment completed by end Q2, 2021	A. Review applicant demographics for all positions; compare with staff demographics, SF population, and demographics of youth/families impacted by the juvenile justice system. B. Review job qualifications across divisions and across positions. C. Review current protocol for announcing and promoting employment opportunities. D. Review current process for screening candidates across classifications.	Applicant demographics for past three years collected & analyzed.  B-D in process  Staff survey completed.	RE Leaders

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
				<ul style="list-style-type: none"> <li>E. Obtain staff input via JPD Race Equity Survey.</li> <li>F. Solicit community feedback regarding barriers to employment at JPD.</li> <li>G. Solicit feedback regarding hiring practices from other jurisdictions that have engaged in probation/juvenile justice transformation.</li> <li>H. Review research on bias in hiring and recruiting.</li> </ul>	F-G will commence in 2021.	
<p>1.1.2. Implement an annual staff survey to assess departmental diversity and inclusivity that would inform hiring and recruitment goals, particularly looking for gaps within data. Survey data and results are disaggregated and included in the department annual review.</p>	<p>REWG Internal Team; Director of Research &amp; Planning</p>	<p>Survey is administered annually</p> <p>Survey results are included in the department annual review</p>	<p>First survey administered 11/20; ongoing annually</p>	<ul style="list-style-type: none"> <li>A. Review prior departmental surveys and other sample survey tools.</li> <li>B. Brainstorm additional survey questions.</li> <li>C. Develop new survey tool.</li> <li>D. Administer survey.</li> <li>E. Collect &amp; analyze data.</li> <li>F. Present annually to staff and Juvenile Probation Commission.</li> <li>G. Revise tool for future years based on feedback and emerging issues.</li> </ul>	<p>A-F completed for 2020.</p> <p>G to be completed in 2021 and ongoing.</p>	<p>Director of Research &amp; Planning</p>
<p>1.1.3. Draft and release an equitable and inclusive hiring and recruitment policy that includes learnings and feedback from staff survey and applicant barriers assessment. This policy must be vetted by the Racial Equity Leaders and any related working group<sup>2</sup>.</p>	<p>REWG Internal Team; HR Team; Community Partnership &amp; Strategies Coordinator; Executive Leadership</p>	<p>Policy is created, implemented, and reviewed annually to maximize results</p>	<p>Feedback from staff and community stakeholders at end Q3 2021; plan finalized and released by end Q4 2021; annual review thereafter</p>	<ul style="list-style-type: none"> <li>A. Review results of barrier assessment internally, with City partners, and community stakeholders.</li> <li>B. Incorporate City-level guidance/policies (forthcoming) on recruitment, candidate de-identification, minimum qualifications/supplemental questions, and testing.</li> <li>C. Solicit &amp; incorporate practices from other jurisdictions that have engaged in probation/juvenile justice transformation.</li> </ul>	<p>Awaiting completion of barrier assessment and forthcoming City-level guidance/policies.</p>	<p>Deputy Director, Administration</p>

<sup>2</sup> Department management will need to review all responses to see whether any of them qualify as EEO complaints.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
				<ul style="list-style-type: none"> <li>D. Information sharing with APD to promote consistency for deputy PO positions.</li> <li>E. Review and incorporate any research findings regarding bias in hiring and recruitment.</li> <li>F. Share draft and incorporate feedback from JPD staff, community members, system stakeholders.</li> <li>G. Finalize and release policy internally and externally.</li> </ul>		

1.2. Strengthen recruitment and hiring strategies to attract and cultivate diverse candidates at all levels of the department.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
1.2.1. Develop a clear and expansive recruitment process that addresses most basic barriers to access to employment opportunities, and stretches beyond existing outreach protocols to new and unexpected outlets and networks. Map and track outreach efforts.	REWG Internal Team; HR Team; Community Partnership & Strategies Coordinator; Executive Leadership	Candidate pool is increasingly more diverse and referred from a variety of sources	Complete by Q3 2021	<ul style="list-style-type: none"> <li>A. Incorporate City-level guidance/policies (forthcoming) on recruitment.</li> <li>B. Develop local/regional/national outreach channels and protocol including educational institutions (with a focus on HBCUs), community providers, local workforce development programs.</li> <li>C. Develop social media &amp; online protocol.</li> <li>D. Train &amp; deploy diverse pool of staff to serve as outreach ambassadors at hiring events and community forums, ensuring they are fluent in JPD mission/RE commitment; JPD operations and SF's larger youth justice structure and culture; and JPD's hiring process.</li> <li>E. Map &amp; track efforts.</li> </ul>	<p>Awaiting City-level guidance/policies on recruitment.</p> <p>B is in process.</p> <p>C-E to begin by Q2 2021.</p>	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
1.2.2. Foster relationships with new and unexpected outlets, community-based organizations, BIPOC professional networks, re-entry programs, SFUSD and community college systems that could feed into open positions.	REWG Internal Team; HR Team, Community Partnership & Strategies Coordinator	Candidate pool is increasingly more diverse and referred from a variety of sources	Began Q3 2020; ongoing	A. Leverage City-level relationships with nontraditional outlets. B. Outreach to and establish partnerships with the resources listed. C. Outreach to and establish partnerships with organizations focused on justice reform. D. Map & track efforts.	Began Q3 2020; ongoing	Deputy Director, Administration
1.2.3. Review, simplify, and standardize job descriptions and minimum qualifications to remove any barriers to attracting a diverse candidate pool and those with diverse life, education and professional experiences. Include multiple ways to apply to a position.	REWG Internal Team; HR Team; Executive Leadership	Job descriptions display consistent and inclusive language  Candidate pool is increasingly more diverse	Initial language standardized by Q3 2021; ongoing assessment of MQs as department evolves	A. Awaiting City-level guidance/policies (forthcoming) on MQs, recruitment & application process. B. Partner with DHR and labor to standardize JPD/SF youth justice system values, commitment to racial equity and centering the needs of BIPOC within the department and community we serve.	Commence 2021	HR Director
1.2.4. Interrogate necessity of minimum qualifications (MQs) that may disproportionately create racial inequities in hiring and recruitment. Consider the option of learning on the job or relevance of transferable skills. Remove unnecessary/outdated MQs for certain classifications to expedite hiring and allow for greater equity.	REWG Internal Team; HR Team; Community Partnership & Strategies Director	An increase in applicant pool with more diverse life, education, and professional experiences	TBD on City guidance; internal & community outreach completed by Q3 2021	A. Awaiting City-level guidance/policies (forthcoming) on MQs. B. Internal & community outreach to inform essential qualities of JPD staff & diversity of experiences necessary to support a vision of JPD grounded in racial equity and centering the needs of BIPOC.	Awaiting City guidance; outreach to begin 2021	HR Director
1.2.5. Review the need for supplemental questions. Does this job require the applicant to write well as a part of their job duties? If not, reconsider supplemental essay questions, unless grammar and other writing skills will not be considered. <sup>3</sup>	REWG Internal Team; HR Team; IT	An increase in applicant pool with more diverse life, education, and professional experiences	Analysis & protocol completed Q4 2021	A. Assess which positions require strong writing skills. B. For positions that do not require strong writing skills, either add supplemental questions into oral interview or provide format for recorded verbal responses.	Commence 2021	HR Director

<sup>3</sup> From <https://www.cityofmadison.com/civil-rights/documents/RESJEquitaleHiringTool.docx>.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
1.2.6. Reject the practice of “degree inflation” which exacerbates racial disparities in educational and wealth attainment by requiring a four-year college degree for jobs that previously did not. Be specific about the hard and soft skills needed for the role.	REWG Internal Team; HR Team; Community Partnership & Strategies Coordinator; Executive Leadership	An increase in applicant pool with more diverse life, education, and professional experiences	Feedback from staff and community stakeholders at end Q3 2021; changes to qualifications finalized and released by end Q4 2021	A. Awaiting City-level guidance/policies (forthcoming) on MQs. B. Solicit internal feedback on critical hard & soft skills needed for JPD positions. C. Solicit feedback from community and justice system stakeholders on critical hard & soft skills needed for JPD positions. D. Review job descriptions from jurisdictions that have engaged in probation/juvenile justice system transformation. E. Review research on required skills for evidence-based youth supervision.	Commence 2021	Deputy Director, Administration
1.2.7. Require outside recruiters to comply with departmental standards for equitable and inclusive hiring to ensure the production of diverse and qualified candidate pool. Use outside recruiters who bring an equity lens and culturally-competent skills to their work.	HR Team; Executive Leadership	Candidate pool is increasingly more diverse and referred from a variety of sources	End Q3 2021 and thereafter	To the degree that JPD will utilize outside recruiters: A. Engage outside recruiters that have demonstrated expertise performing this work through a racial equity lens. B. Orient recruiter to JPD/SF juvenile justice system vision and values, with racial equity at the center. C. Orient recruiter to JPD’s equitable and inclusive hiring policy.	Commence in 2021	HR Director

1.3. Invest in a diverse and equitable talent pool by formalizing robust internship, fellowship, pre-apprenticeship and apprenticeship programs, and provide equal opportunity towards permanent employment.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
1.3.1. Create, maintain, and develop internship stipends and paid fellowship opportunities. Be clear and upfront about the ability to fund internships and fellowships during the interview process.	Training Officer; Directors of all divisions; Community Partnership & Strategies Coordinator	# of paid interns/fellows, increase annually or meets department needs/capacity	Ongoing	A. Expand all internship/fellowship programs, including: Project Pull (high school students); college internships; Juvenile Advisory Committee (stipended program for young adults with lived experience); graduate school fellowships. B. Ensure sufficient funds are budgeted. C. Outreach to community partners re: youth interests. D. Clear policy regarding access of interns and fellows to confidential juvenile information.	Ongoing	Deputy Director, Administration
1.3.2. Identify and secure a minimum number of departmental summer placements and employee mentors for participants in the Mayor's <a href="#">Opportunities for All</a> program.	All divisions of JPD; Training Officer	# of Opportunities for All placements and mentors	Assess & recruit spring 2021 and annually	A. Assess number and nature of possible placements given confidentiality restrictions in juvenile cases and records. B. Recruit and orient employee mentors. C. Supervise mentors/mentees.	Commence in 2021	Training Officer
1.3.3. Disrupt employment patterns relying on a 'feeder model' that consistently pulls candidates from the elite institutions and universities. Target local community colleges, trade schools, training programs, re-entry programs, public high schools, etc.  e.g. SF Unified School District's <a href="#">Career Pathways Program</a> .	REWG Internal Team; HR Team; Community Partnership & Strategies Coordinator	Internship/fellowship candidate pool is increasingly more diverse and referred from a variety of sources	Ongoing	A. Awaiting City-level guidance/support (forthcoming) on recruitment. B. Develop & deepen outreach relationships with listed resources.	In process	Deputy Director, Administration
1.3.4. Include opportunities to expand collective knowledge regarding diversity, equity, and inclusion.	REWG; Training Officer; Director of Research & Planning; Community Programs & Strategies Coordinator	# of opportunities during internship/fellowship	Develop orientation by Q3 2021; ongoing	A. Develop & implement intern/fellows orientation to JPD, SF's youth justice system, reform efforts and the City's commitment to centering racial equity. B. Include interns/fellows in JPD trainings and All Staff Meetings during tenure with department.	Commencing in 2021	Training Officer



ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
1.3.5. Track and evaluate outcomes including reviewing the application process and resulting hires by race/ethnicity, to address any fallout due to bias. Collect constructive feedback of intern and fellowship experiences. Adjust programs accordingly.	REWG; Training Officer; HR Team; Director of Research & Planning; Community Programs & Strategies Coordinator	Tracking system implemented  % of evaluations completed  Internship/fellowship program updated before next cycle	Tracking tool/feedback protocol developed by end Q2 2021; ongoing use & review	A. Develop & implement intern/fellows tracking tool, including outreach, applications and hires by race/ethnicity. B. Develop intern/fellows feedback mechanisms, including exit interview and survey. C. Semi-annual review of feedback by REWG and Executive Leadership.	Commencing in 2021	Training Officer

1.4. Commit to standardized, transparent, and participatory recruiting and onboarding.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
1.4.1. Maintain a standardized and holistic interview process with structured interview questions.	REWG; HR Team; Community Partnership & Strategies Coordinator	Standardized interview process with a set of inclusive interview questions	City guidance TBD; standard interview language to be drafted by 2021 Q3 and used ongoing; position-specific questions to be developed as openings arise	A. Review current hiring process. B. Awaiting City-level guidance/policies on the use of anonymous screening/interviews. C. Develop standard introductory language which grounds interviews in JPD's vision, values and commitment to racial equity. D. Develop standard set of interview questions to be used in combination with specific position questions. E. For each position, develop set of structured, accessible questions designed to draw out applicant strengths and honor diversity of experiences and perspectives.	A complete; B-E to commence 2021	HR Director
1.4.2. Ensure a diverse hiring panel for each interview.	REWG; HR Team	Demographic composition of panels	Pool identified by Q3 2021; data monitored semi-annually	A. Develop diverse internal pool. B. Recruit diverse external partners to serve on pools for outward-facing positions. C. Track composition of all panels.	In progress	HR Director

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
		Increase in diverse interview panels				
1.4.3. Train staff on conducting interviews, taking care to focus on implicit bias and equity. This includes staff involved in selecting interns and fellows	REWG; HR Team; Training Officer; Community Programs & Strategies Coordinator	Interview panels will be increasingly more equitable, conversations regarding racial equity can be easily had	Orientation completed by Q3 2021; City-level guidance TBD	A. Develop orientation for all panelists addressing bias, racial equity, JPD's vision and role in SF's youth justice system. B. Depending on (forthcoming) City-level guidance on anonymous screening & interviews, additional training may be required.	Commencing in 2021	HR Director
1.4.4. Adopt a tool to track application progress and provide assistance where needed through multiple means to reach more job seekers.	HR Team; Director of Research & Planning; IT (if needed)	Tool created and implemented  # of applicants increased  Increased assistance to job seekers	Developed & implemented by Q4 2021	A. Develop and implement tracking tool as described.	Commencing in 2021	HR Director
1.4.5. Share and post all job openings internally. Abide by department's RE Action Plan goals to create and streamline professional mobility.	HR Team; Training Officer	Increase in internal part-time and full-time staff, interns and fellows applying for job openings	To begin immediately	A. All job announcements will be shared internally via "JUV-Everyone" email address. B. All job announcements will be posted in paper format outside HR suite and in Juvenile Hall administration area. C. All job announcements will be emailed to interns and fellows by Training Officer. D. Measure and track.	In process	HR Director
1.4.6. Decrease and close lags and long wait times in hiring, interviewing, and onboarding processes that can cause delays in service provision and potential economic harm to interested applicants.	HR Team; Executive Leadership	Hiring, interviewing, and onboarding processes standardized  Lag times/wait times	Ongoing	A. Track and monitor hiring timeframes to identify any delays in process that must be addressed. B. Semi-annual report to REWG/Executive Leadership.	Ongoing	HR Director
1.4.7. Formalize and standardize the onboarding process for full-time and part-time staff, volunteers, interns, fellows, and freelancers.	REWG; HR Team; Executive Leadership	All new hires are processed similarly regardless of position	Orientation developed & implemented Q3 2021	A. Develop & implement orientation for all new staff, including JPD vision & values, commitment to racial equity and culture of	Commencing in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
				<p>inclusion &amp; belonging; meeting with Executive Leadership.</p> <p>B. Explore adoption of JPD racial equity pledge as onboarding component.</p>		
<p>1.4.8. Expand upon the default Certification Rule of Three Scores. For example, expanded to the Rule of Ten or more.</p>	<p>HR Team</p>	<p>Increase in number of diverse candidate pools</p> <p>Overall faster hiring times</p>	<p>Pending City authorization</p>	<p>A. Pending City-level policy/guidance, expand to Rule of 10 for all positions that require Rule of the List.</p>	<p>Pending</p>	<p>HR Director</p>

## 2. RETENTION AND PROMOTION

Our Workforce is Our Largest Asset. Retaining a strong workforce means supporting our employees holistically to ensure that they are affirmed, in and out of the office. A competitive salary, inclusive benefits and opportunities for advancement ensure that our workforce can sustain themselves and their immediate family, and oftentimes, due to the wealth gap and the effects of systemic racism, their extended

families and friends. A clear and intentional path to promotion addresses barriers to upward mobility that systemically face underrepresented employees. Lastly, acknowledging and responding to any potential inequitable impacts of the COVID-19 pandemic on frontline City workers will be essential.

### DEPARTMENT GOAL

*What is the department's overall goal on Retention and Promotion?*

- Create clearly defined, widely disseminated expectations for promotional opportunities;
- Enact supervisor accountability regarding training opportunities, mentoring;
- Take a strength-based approach that supports opportunity and equitable helps staff succeed

2.1. Ensure stronger protections for workers of color given anticipated COVID-19 related deployment, budget shortfalls, hiring freezes, layoffs, and furloughs.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
2.1.1. Track deployment and the given functions of all DSW workers (frontline work and remote work) deployed throughout the period, disaggregated by race/ethnicity, age, gender, classification, pay, union, tenure with the City, accommodations/disability, etc. Compare aforementioned demographics of employees who volunteered through the DHR DSW survey with those who were requested/deployed. <sup>4</sup>	REWG; HR Team; Executive Leadership	Tracking mechanism implemented  Demographic data analyzed	Develop & implement tool January 2021; bi-monthly reporting thereafter	A. Develop & implement tracking tool for DSW deployment as specified. B. Report findings every 2 months to Executive Leadership, Administrative Team, REWG.	Informal tracking and reporting to Executive Leadership since March 2020; formalized tracking & reporting to	HR Director

<sup>4</sup> Disaggregation is in line with Department of Human Resources standard (rule of 10 or less).

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
					begin January 2021	
2.1.2. Conduct internal budget analysis with racial equity lens and DSW data, to inform current and future staffing needs. Develop strategies to prevent inequities in layoffs and furloughs.	N/A	Budget analysis completed  Strategies developed and published	N/A	Note: JPD has not implemented layoffs or unpaid furloughs as a result of COVID-19. The steps being implemented to support workforce reductions as a result of SF's juvenile justice reform and closure of Juvenile Hall are addressed in Section 5.4 below.	N/A	N/A
2.1.3. Ensure that frontline DSW workers have access to necessary PPE to complete their job function, including, but not limited to, masks, gloves, gowns, and access to hand washing and sanitizing materials.	Buildings & Grounds Team; Finance Team; Probation Services; Juvenile Hall Division	PPE access protocol established  DSW workers have an increased awareness of PPE access protocol	Ongoing	A. Procure sufficient types & quantities of PPE for all JPD staff (not just DSWs), with particular emphasis on frontline workers. B. Develop & implement protocols for dissemination, use and replacement of PPE.	Ongoing	Buildings & Grounds Director
2.1.4. Offer and clarify additional benefits for compensation, paid sick leave, and flex time for deployed workers.	HR Team; Admin Team; Executive Leadership	Compensation, paid sick leave, and flex time benefits assessed and easily accessed  Increased employee awareness of additional benefits	Ongoing	A. Ongoing written information provided to staff, including: (1) department-wide emails from HR Director, Director of Probation Services, Juvenile Hall Director, CPO and ACPO; (2) weekly messages from CPO from March-August 2020; (3) presentations by HR Director at (recorded) monthly All Staff Meetings from August 2020-present. B. Individualized information and consultations provided by HR Team, written and verbal, as needed.	Ongoing	HR Director
2.1.5. Consider DSW caretaking and safe transportation constraints when making assignments to avoid additionally burdening workers.  e.g. graveyard shifts	HR Team; Admin Team; Executive Leadership	Caretaking and safe transportation sections included in DSW deployment protocol	Ongoing	A. JPD Amin Team, HR Team and Senior Leadership have been cognizant and responsive to individual employee constraints when responding to City DSW deployment requests.	Ongoing	HR Director

2.2. Ensure salaries and benefits allow for a dignified livelihood, especially for people of color and women.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
2.2.1. Conduct annual internal reviews of salary standards against industry standards to ensure parity.	REWG; HR Team; Executive Leadership	Pay inequities are reduced and aligned annually after salary data is reviewed	Complete by Q2 2021, annual thereafter	A. Non-JPD specific positions: coordinate with DHR to assess annually. B. JPD-specific positions: compare probation officer and juvenile hall counselor positions with APD, Bay Area probation departments; report findings to DHR and City leadership.	Commence in 2021	ACPO
2.2.2. Conduct annual internal reviews of the parity of department benefits, reviewing and enhancing existing policies.  e.g. parental leave policy, short-term disability, etc.	REWG; HR Team; Admin Team	Benefits provided are annually improved	Ongoing; formal annual review to begin Q3 2021	Benefits & eligibility criteria are determined at the City level. A. Ensure staff are able to equitably access City-provided benefits; develop formal review & reporting mechanism.	Informally ongoing; formal process to commence 2021	HR Director
2.2.3. Review the paid time off (PTO) policy annually and enhance it to value all religious and cultural holidays.	REWG; HR Team; Admin Team	PTO policy is annually improved  # of staff taking PTO increases	Ongoing; formal review to begin Q3 2021	PTO policy/eligibility determined at the City level. A. Develop formal review and reporting mechanism to ensure staff are able to equitably access PTO within and across divisions. B. Review department/division protocols, practices, and staff use.	Informal ongoing; formal review to commence 2021	HR Director

2.3. Create paths to promotion that are transparent and work to advance equity.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
2.3.1.	REWG; HR Team; Admin Team;	Increase in knowledge about raises and promotions	Updated standards by Q3 2021;	A. Awaiting City-level guidance/policies on MQs.	Commencing in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
Determine standard factors considered for raises and promotions. Make this information available to staff.	Executive Leadership		communicate & build FY 21-22 performance evaluations	<ul style="list-style-type: none"> <li>B. Develop clear standards for promotion, including demonstration of: (1) knowledge &amp; experience; (2) skills &amp; abilities; (3) advancement of JPD/SF's youth justice system mission, values, structure and commitment to racial equity.</li> <li>C. Seek feedback from staff, justice system stakeholders, and youth/families impacted by the system.</li> <li>D. Communicate and reinforce standards to staff via (1) in-person and written communication with individual staff, labor associations; (2) inclusion in performance evaluations; (3) inclusion in individualized professional development plans.</li> </ul>		
2.3.2. Develop a formal and transparent process for raises and promotions.	REWG; HR Team; Admin Team; Executive Leadership	Increase in staff feedback about promotion and raise process	New opportunities posted January 2021 & ongoing; formal feedback by end Q2 2021 and annually thereafter	<ul style="list-style-type: none"> <li>A. Work with REWG to create accessible description of promotion process.</li> <li>B. Communicate all promotion opportunities in JPD as set forth in 1.4.5 with clear timeline, application process and job description.</li> <li>C. Communicate process for raises where available.</li> <li>D. On annual basis, seek feedback from staff regarding equity and effectiveness of process, and accessibility of information.</li> </ul>	Commencing in 2021	HR Director
2.3.3. Develop a process for "acting/interim" roles to avoid staff working these roles for extended periods of time without compensation.	REWG; Training Officer; HR Team; Admin Team; Executive Leadership	Acting/interim staff process included in internal policies and processes  Increased awareness of process for acting/interim staff	Begin analysis Q3 2021; updated procedure & disseminate by end Q4	<ul style="list-style-type: none"> <li>A. Review current procedures for "acting/interim" roles; compare criteria across divisions and bargaining units.</li> <li>B. Update procedures to clarify eligibility &amp; process for equitable selection: staff to be selected for their work performance and demonstrated skills. Simultaneously, supervisors should treat as a professional</li> </ul>	Commencing in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
				development opportunity and offer to all eligible staff. C. Develop training for positions that require unique knowledge and offer it to staff who are interested in serving in those roles. D. Share updated procedure with staff and bargaining units. E. Collect and analyze demographic data on staff designated in acting roles.		
2.3.4. Internally investigate key classifications with current “drop-offs” in employee diversity, such as Administrative Analyst Series (182X series). Set forth strategies and training opportunities to support employee development to achieve mobility.	REWG; HR Team; Director of Research & Planning	Reversal of diversity drop-offs in 182x classifications	City-level guidance TBD; Q4 2021	A. Awaiting City-level guidance/policies (forthcoming) regarding updated MQs. B. Use individualized professional development planning and access to resources as set forth in Section 5 (Mobility & Professional Development) to support diverse employees in the 182X series.	Commencing in 2021	Director of Research & Planning
2.3.5. Revisit classifications that “dead end” employees, to create a clear upward path for continued employment opportunities with the City.	HR Team; Juvenile Hall Staff; Admin Team; Executive Leadership	Identify “dead end” classification and revise	Work to be done in 2021 to align with closure of Juvenile Hall	A. Awaiting City-level guidance (forthcoming) regarding citywide classifications. B. Work with DHR and relevant City agencies to develop continuing pathways for staff in JPD-only classifications (e.g. counselors).	Ongoing	Deputy Director, Administration

2.4. Create opportunities to publicly commend staff for excellent performance.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
2.4.1. Publicly recognize employees for their contributions and work.	REWG; Admin Team; Executive Leadership	Appreciation events and forums created	Begin 2021, ongoing	A. Nominate staff for citywide employee awards (e.g. SPUR Good Government Award).	In process	Deputy Director, Administration



ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
				<ul style="list-style-type: none"> <li>B. Create employee recognition program within public safety and/or social services agencies to celebrate service to the community.</li> <li>C. At department level, develop opportunities to celebrate longevity and exemplary performance.</li> <li>D. Retire badges of longtime staff/contributors.</li> </ul>		

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### 3. DISCIPLINE AND SEPARATION

The Path to Termination is Filled with Bias. Managerial practices that surround employee evaluation, monitoring, warning, suspensions, and termination must be applied equally. Employees of color, especially Black and Latinx employees, receive extra scrutiny from supervisors leading to worse performance reviews, missed promotion opportunities, and, oftentimes, termination.<sup>1</sup> This additional scrutiny is a result of a biased feedback loop in which Black and Latinx employees are often seen as less skilled because of consistent or prolonged unemployment. This cycle must be stopped. Higher rates of corrective action and

discipline negatively impacts a department’s ability to successfully recruit, retain, and engage employees of color, specifically Black and Latinx employees.<sup>2</sup> Thus, supervisors should be aware of their own biases, evaluations and reviews must be standardized, and, most importantly, managers should always center the needs of their employees. Job expectations should be reasonable, clear, and gladly supplemented with opportunities for upskilling.

<sup>1</sup> Gillian White, Black Workers Really Do Need to Be Twice as Good, The Atlantic (Oct. 7, 2015) <https://www.theatlantic.com/business/archive/2015/10/why-black-workers-really-do-need-to-be-twice-as-good/409276/>.

<sup>2</sup> Department of Human Resources, CCSF, 2020 Annual Workforce Report, Phase I 11 (Mar. 2020).

#### DEPARTMENT GOAL

*What is the department’s overall goal on Discipline and Separation?*

- Enact the principle that actions do not define the person;
- Enact our organizational belief of redemption and helping people to succeed;
- Build capacity while meeting disciplinary goals.

#### 3.1. Create a clear, equitable, and accountable protocol for disciplinary actions.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
3.1.1. Track disciplinary actions and analyze subsequent disaggregated data. Pay special attention to data pointing to biases against staff of color.	REWG; HR Team; Admin Team; Executive Leadership	Create tracking mechanism  Analyze data annually  Increase accountability in disciplinary actions	Analysis complete by Q3 2021; annual thereafter	A. Aggregate and analyze disciplinary data from the last three years, disaggregating demographically across divisions, and between line staff and leadership.  B. Annual data review and employee feedback.	Commence in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
3.1.2. Track all types of separations and analyze subsequent disaggregated data. Pay special attention to data pointing to biases against staff of color. Feel free to include other approaches to addressing this area in your department.	REWG; HR Team; Admin Team; Executive Leadership	Create tracking mechanism Analyze data annually	Analysis complete by Q3 2021; annual thereafter	A. Aggregate and analyze separation data from the last three years, disaggregating demographically across divisions, and between line staff and leadership. B. Annual data review and employee feedback.	Data has been collected; analysis commence in 2021	HR Director
3.1.3. Train supervisors on bias and equitable and compassionate discipline and separation.	HR Team; Admin Team; Executive Leadership	# of trainings completed annually	City guidance TBD; staff training by Q4 2021 and annually	A. Awaiting City-level guidance/policies/resources on compassionate discipline and separation. B. All JPD staff, including supervisors, to complete annual training on bias.	Commence in 2021	Training Officer
3.1.4. Implement alternative dispute resolution opportunities, such as mediation, to resolve interpersonal issues, thus reducing the need for separation or traditional disciplinary measures. Encourage a “scaled back” discipline process.	HR Director as liaison to City	Human resources trained on alternative dispute resolution	N/A	City developing mediation program.	N/A	HR Director
3.1.5. Standardize discipline procedures and corrective actions to ensure that all employees receive the same level of discipline for a particular policy.	REWG; HR Team; Admin Team; Executive Leadership	Reduction of racial disparities in disciplinary actions	Discipline policies updated and disseminated by end 2021	A. REWG to meet with relevant HR staff to examine discipline process and identify areas of improvement through an equity lens. B. Analyze discipline data across JPD’s three divisions: Administration, Juvenile Hall, Probation Services - to ensure that discipline is conducted consistently for similar behaviors, particularly given the differences in racial composition of the divisions. C. Research whether the use of outside parties to make discipline recommendations improves equity and consistency. D. REWG to provide specific recommendations to Executive Leadership. E. Policies review and updated. F. Discipline process shared with all staff to promote transparency and fairness.	Commenced 2020	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
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G. Annual data review.

### 3.2. Use disciplinary action as an opportunity to strengthen individual performance and department well-being.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
3.2.1. Build opportunities to develop capacity and repair harm in disciplinary plan.	REWG; HR Team; Training Officer; Admin Team; Executive Leadership	Creation of restorative, strength-based disciplinary plans.	Q3 2021-22	A. With City-level guidance (forthcoming) on discipline, explore JPD’s ability to build restorative principles and training to address deficiencies into discipline plans for a wide range of behaviors. B. Identify which behaviors/knowledge gaps lead to frequent errors and increase training opportunities for those areas.	Commence in 2021	Deputy Director, Administration

### 3.3. Design policies and procedures that promote success.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
3.2.1. Ensure all departmental policies and procedures are clearly written, disseminated and trained on to reduce disciplinary actions.	REWG; HR Team; Admin Team; Director of Research & Planning, Community Partnership U& Strategies Coordinator;	Staff positive feedback; reduced disciplinary actions.	New template by Q3 2021; 2 year process to review, disseminate and train in parallel with SF youth	A. Develop policy & procedure template and related forms that are grounded in principles of behavioral science (e.g. evidence-based principles that help people make and follow through on good decisions). B. Solicit feedback from staff and impacted parties (youth/families; community, justice system partners).	Commence in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
	Executive Leadership		justice reform efforts	C. Timely dissemination and training of staff on all new policies/changes.		

## 4. DIVERSE AND EQUITABLE LEADERSHIP

An Equitable Workplace Starts with Diverse Leadership. Fostering an organizational culture of inclusion and belonging means seeing oneself in every aspect of the workplace. When white men make up 85% of all senior executive and board members in America, it is difficult to imagine how women and people of color can see themselves in a leadership position.<sup>1</sup> In general, a department’s leadership determines multiple aspects of the workforce, who gets hired, where the money goes, what projects are greenlit. Thus,

it is more likely that a diverse leadership that carries shared values with their staff, will better uplift the staff. In fact, all employees, both white and employees of color, benefit from a people of color-led department.<sup>2</sup> Even the community will benefit because a diverse leadership will be better connected with the community, thus being able to create far more robust and innovative ways to support them.

<sup>1</sup> Laura Morgan Roberts & Anthony J. Mayo, Toward a Racially Just Workplace, Harvard Business Review (2019) <https://hbr.org/cover-story/2019/11/toward-a-racially-just-workplace>.

<sup>2</sup> Race to Lead, Race to Lead Revisited: Obstacles and Opportunities in Addressing the Nonprofit Racial Leadership Gap.

### DEPARTMENT GOAL

*What is the department’s overall goal on Diverse and Equitable Leadership?*

Executive and senior management and front-line supervisory teams mirror the community we serve and explicitly demonstrate commitment to racial equity across all aspects of work and operations.

#### 4.1. Commit to developing a diverse and equitable leadership that will foster a culture of inclusion and belonging.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
4.1.1. Adhere to a hiring and recruitment policy that generally aligns with the citywide racial equity framework and the departmental RE Action Plan.	REWG; HR Team; Admin Team; Executive Leadership	% increase in diverse leadership	Hiring & recruitment policy, leadership curriculum and professional development strategies implemented/ in process by	A. Implement equitable & inclusive hiring & recruitment policy per Section 1.1.3. B. Implement Internal Leadership Curriculum per Section 4.2. C. Implement the range of mobility & professional development strategies in Section 5.	Commencing in 2021	CPO

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
			end of 2021; diversity of leadership assessed annually			
4.1.2. Commit to ongoing racial equity training and development for leadership.	Training Officer; REWG; Admin Team; Executive Leadership	# of training & development completed by leadership per quarter	Annually beginning 2020	A. Work with ORE to access all City-provided racial equity training and development opportunities. B. Offer a minimum of in-house racial equity trainings/leadership development opportunities annually/	Underway	Training Officer
4.1.3. Incorporate senior leadership demographics in the department annual report and/or other public-facing reporting.	HR Team; Director of Research & Planning; IT; Executive Leadership	Senior leadership demographic included in the department annual report	2021 Annual Report & annual thereafter	A. Add staff demographic data, included senior leadership, into JPD Annual Report.	Commence in 2021	Director of Research & Planning
4.1.4. Implement a simple process to submit anonymous input to senior leadership. Develop a plan to respond to such input. <sup>5</sup>	Executive Leadership; Confidential Assistant to the CPO/ACPO	% of staff is aware of the process	Process implemented and announced by Q3 2021; assessed for effectiveness end 2021	A. Invite staff to submit anonymous input to Executive Leadership by placing in CPO mailbox at JPD reception desk. Announce process via email, at All Staff Meetings, and by posting around campus. B. Anonymous submissions will be received by CPO's Confidential Assistant, reviewed by Executive Leadership, and responded to department-wide via email from a member of Executive Leadership (CPO/ACPO/Deputy Director, Administration).	Commence in 2021	Confidential Assistant to the CPO/ACPO

<sup>5</sup> Department management will need to review all responses to see whether any of them qualify as EEO complaints.

4.2. Develop Leadership Training Academy to enhance the ability of JPD’s diverse staff to advance to leadership positions.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
<p>4.2.1. Develop a leadership training curriculum for JPD staff seeking to advance to leadership positions within the department/justice system/field.</p>	<p>REWG Internal Group; HR Team; Admin Team; Senior Leadership</p>	<p>Internal Leadership Training Academy developed and implemented; # staff participating</p>	<p>Proposal developed and presented Q3 2020; leadership to review and revise and plan implementation schedule by Q3 2021.</p>	<p>A. REWG Internal Group to develop and present proposed curriculum components and structure to HR Team, Admin Team, and Executive Leadership. B. HR Team, Admin Team and Executive Leadership to review proposed Academy design, add/modify components to ensure that proposed structure and content effectively supports staff for leadership roles in transformed probation/youth justice system agencies, determine participation eligibility and announce new Academy to all staff.</p>	<p>Ongoing</p>	<p>Deputy Director, Administration</p>



## 5. MOBILITY AND PROFESSIONAL DEVELOPMENT

When an Employee’s Needs are Met, so are the Department’s Needs. Our City workforce should center the needs of our employees. In order to do that, it is important to recognize having both the hard and soft skills needed to perform certain tasks is a form of privilege. It is equally important to realize that employees of color are more likely to repeatedly prove their capabilities rather than being evaluated by their expected

potential.<sup>1</sup> By intentionally investing in the specific professional development of each staff, the department can uplift an employee’s journey to developing new skills rather than scrutinizing for a lack of skills. In essence, professional development through mentorship, training, and workshops create an internal pipeline retaining employees to one day fulfill leadership positions.

<sup>1</sup> Evelyn Carter, *Restructure Your Organization to Actually Advance Racial Justice*, Harvard Business Review (Jun. 22, 2020) <https://hbr.org/2020/06/restructure-your-organization-to-actually-advance-racial-justice>.

### DEPARTMENT GOAL

*What is the department’s overall goal on Mobility and Professional Development?*

Continuous opportunities for individualized professional development and advancement within the department, City and juvenile justice field, with an emphasis on BIPOC staff.

#### 5.1. Offer professional and skill development opportunities that center individual goals first, then organizational needs.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
5.1.1. Require formal training for all staff regardless of full/part-time status or seniority.	Training Officer; HR Team; Admin Team; Executive Leadership	# of available professional development opportunity # of completed training	Training is ongoing; annual survey to be developed by Q3 2021; onboarding training to be developed by Q4 2021.	A. All staff to receive initial and ongoing training regarding JPD’s vision and values; SF’s transforming youth justice system; our commitment to racial equity. B. Staff who are required to complete specified Standards and Training Authority hours/topics will be provided with a range of opportunities that meets their current roles and work schedules, as well as opportunities that position them for advancement in the field. C. On an annual basis, Training Officer will survey staff about desired areas of	Training is ongoing; new components to commence in 2021	Training Officer

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
				<p>training/development and work with Executive Leadership to develop a responsive training plan.</p> <p>D. All staff will be invited to attend JPD-offered training.</p> <p>E. All staff will have ample time and reminders to complete City-required trainings.</p>		
<p>5.1.2. Formalize a process for staff to attend conferences. Make clear processes and protocols for reimbursement, stipends, and payments.</p>	<p>REWG; Training Officer; Admin Team; Finance Team; Executive Leadership</p>	<p># of attended, external conferences</p>	<p>Process formalized and disseminated by Q4 2021</p>	<p>A. Acknowledging current City budget limitations, department will prioritize attendance at virtual conferences but provide equitable opportunities for staff to participate.</p> <p>B. Where selection of employees is required, JPD will be transparent about selection process (e.g. first to request; position requirements; etc.).</p> <p>C. Finance will work with Executive Leadership to set annual training budget and equitably spend funds.</p> <p>D. Finance will work with staff requiring reimbursement to ensure timely payment.</p>	<p>Training is ongoing; new components to commence in 2021</p>	<p>Deputy Director, Administration</p>
<p>5.1.3. Offer opportunities for continual and extended learning. Include in the annual budget.</p>	<p>REWG; Training Officer; Admin Team; Finance Team; Executive Leadership</p>	<p># of staff enrolling and completing extended learning</p> <p>\$ dedicated to extended learning annually</p>	<p>Process formalized and disseminated by Q4 2021</p>	<p>A. Acknowledging current City budget limitations, department will determine equitable and transparent process for providing staff with these opportunities.</p> <p>B. Finance will work with Executive Leadership to set annual training budget and equitably spend funds.</p> <p>C. Executive Leadership will collaborate with other City justice agencies to advance equitable training and professional development opportunities across the system, and inter-agency mobility.</p>	<p>Training is ongoing; new components to commence in 2021</p>	<p>Deputy Director, Administration</p>

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
5.1.4. Encourage participation in professional development by sharing external opportunities that are related to the department's missions and goals. Provide financial support for paid opportunities.	REWG; Training Officer; Admin Team; Finance Team; Executive Leadership	# of staff participating in outside events or opportunities	Process formalized and disseminated by Q4 2021	A. Training Officer and REWG will research and track external opportunities and communicate them to all staff. B. Training Officer will facilitate enrollment where possible. C. Acknowledging current City budget limitations, department will determine equitable and transparent process for providing staff with opportunities that require payment.	Training is ongoing; new components to commence in 2021	Deputy Director, Administration
5.1.5. Track professional and skill development and assess annually, specifically looking to target underrepresented staff of color.	REWG; Training Officer; Admin Team; Finance Team; Executive Leadership	Adopt a tracking system, analyze annually  # of staff of color utilizing professional development	Some tracking ongoing; data analysis to begin by Q4 2021	A. Staff encouraged to report all training/professional development in which they engage to Training Officer. B. Training Officer to annually track and report on all known staff training. C. Training participation will be analyzed by demographics, positions and divisions to determine where additional offerings or support should be provided.	Some tracking ongoing; data analysis to commence in 2021	Training Officer

5.2. Encourage collaboration between staff and supervisors that are consistent and thoughtful.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
5.2.1. Develop an annual performance evaluation for all staff, part-time and full-time. Highlight advancement opportunities.	REWG; Admin Team; HR Team; Executive Leadership	Bi-annual performance evaluation program to all staff	Ongoing; updated performance evaluation templates by Q3 2021	A. Analyze existing performance evaluation templates for all positions. Build in criteria reflecting demonstrated commitment to JPD vision and values, advancement of SF youth justice model; commitment to racial equity and centering youth and families impacted by the system.	Ongoing; new elements to commence in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
				<ul style="list-style-type: none"> <li>B. Assess performance evaluation templates used in jurisdictions with transformed probation/youth justice systems for applicability.</li> <li>C. For supervisor positions, build in criteria reflecting demonstrated commitment to professional development of supervised staff, and format for supervised staff to provide input.</li> <li>D. For all positions, formal opportunity will be provided to discuss and document staff needs during evaluation process.</li> <li>E. Disseminate and provide training on new templates in advance of implementation.</li> <li>F. Continue to require annual performance evaluations of all staff.</li> </ul>		
5.2.2. Create a mentorship program between senior and junior level staff.	REWG; Admin Team; HR Team; Executive Leadership	# of mentorship programs per year # of mentorship programs per year  # of meetings per program cycle	Implement by Q2 2022	A. REWG to design mentorship program between senior and junior staff; seek staff input and propose to Administrative Team for review and implementation.	Commencing by 2022	REWG/RE Leader

5.3. Ensure staff needs are centered and timely met in order to perform and excel at their jobs.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
5.3.1. Create a process where staff can submit accommodation requests to the department's	REWG; Admin Team; HR Team; Executive Leadership	Process developed  % of staff aware of accommodation process	Ongoing process; changes to begin Q4	A. REWG to review existing process with HR Team and provide feedback on transparency and accessibility.	Ongoing process in place; new work	REWG/RE Leader

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
administration. The overall timeline process should be transparent and easily accessible.		# of accommodations made increased	2021; complete Q2 2022	B. HR Team to update process as needed to promote transparency and accessibility. C. Updated process will be disseminated via department-wide email, posted outside HR Suite and other locations as appropriate, and presented at an All-Staff Meeting.	commencing in 2021	
5.3.2. Incorporate an assessment of staff needs into the staff performance evaluation process.	REWG; Admin Team; HR Team; Executive Leadership	Accommodations discussed and recorded during bi-annual performance evaluation process	Updated performance evaluation templates by Q3 2021	A. Addressed in 5.2.1 above.	Commence in 2021	Deputy Director, Administration
5.3.3. Assign spaces for staff to take breaks, be in community with one another (e.g. department celebration, affinity groups).	REWG; Admin Team; Buildings & Grounds Director; HR Team; Executive Leadership	Improvement in overall staff mental health, increase in staff feedback	Process completed by Q1 2022	A. REWG to assess existing spaces for staff to relax, gather and respect religious and cultural practices, and will make recommendations for change/enhancement to Admin Team, and Executive Leadership. B. Staff will be encouraged to provide input on décor and use agreements. C. Any changes to existing break spaces or additional spaces will be communicated via department-wide email and presented at an All-Staff Meeting.	Commence in 2021	REWG/RE Leader
5.3.4. Set up processes and open communication channels so management is available to respond to employees' non-work-related needs that contribute to overall work quality. Center the most vulnerable individuals.  e.g. transportation stipends, exercise stipends, childcare, etc.	HR Team; REWG; Finance Team; Executive Leadership	Assessment performed annually  \$ set aside for accommodations  Increase in staff awareness of accommodations	Process complete by Q1 2022	A. Determine what is permissible to set at department level versus City policies. B. Where stipends are permissible, determine policy for equitable distribution and use. C. Disseminate information to all staff regarding stipends and other staff supports.	Commence in 2021	HR Director

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
5.3.5 Respect religious and cultural practices of employees	HR Team; REWG; Admin Team; Executive Leadership	Improvement in overall staff mental health	Complete review and communication of policies/ grievance process by Q4 2021	A. Ensure that all policies permit for the respect of religious and cultural practices of employees. B. Communicate both policy and grievance channels to staff via email, posting within the building, and All Staff Meetings, C. Ongoing review and addressing of grievances, as well as annual analysis of grievances.	Commence in 2021	HR Director

5.4. Maintain a just and equitable workforce despite coming external & organizational change.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
5.4.1. Develop annual and as-needed individualized professional development plans to support both staff who will transition out of the department and continuing staff whose job duties may evolve.	REWG; HR Team; Training Officer, Admin Team; Executive Leadership	Established Individualized Professional Development Plan Program.	Implement by Q2 2021 for Juvenile Hall staff; implement by Q4 2021 for other divisions	A. Develop procedure and to support individualized professional development plans, including who will support staff to develop plans; documentation, linkage to on-site and off-site training and development opportunities. B. For annual plans, determine whether to incorporate into performance evaluation process or keep separate. C. For as-needed plans, determine criteria and process. D. Program information disseminated to JPD staff via email, unit meetings and All Staff Meetings.	Commence in 2021	Deputy Director, Administration
5.4.2. Develop inter-departmental shadow program pairing staff across departments to gain on-the-job	REWG; HR Team; Training Officer, Admin Team;	Establish Inter-Departmental Shadow Program	Implement by Q3 2021 for Juvenile Hall	A. REWG and Admin Team to determine relevant departments/job shadow opportunities; with REWG seeking staff input.	Commence in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
experience that enhances staff's current performance and builds capacity for transition to related fields/positions.	Executive Leadership		staff; implement by Q1 2022 for other divisions	<ul style="list-style-type: none"> <li>B. Executive Leadership to engage with select department heads to propose partnership; each to identify point person to implement and oversee program from respective department's end.</li> <li>C. Program information disseminated to JPD staff via email, unit meetings and All Staff Meetings.</li> </ul>		
5.4.3. Leverage intercounty associations, professional organizations and relationships with Bay Area probation departments to support transitions of staff to other agencies.	Admin Team; HR Team; Executive Leadership	# of potential employment opportunities in other Bay Area counties identified for and shared with JPD staff	Ongoing	<ul style="list-style-type: none"> <li>A. Continue and expand relationships with intercounty associations, professional organizations and Bay Area probation leadership to identify external employment opportunities.</li> <li>B. Disseminate external employment opportunity information via email.</li> </ul>	Ongoing	Deputy Director, Administration
5.4.4. Identify opportunities for advancement and growth outside of traditional metric of promotion as the department is reduced and reimaged.	REWG; HR Team; Training Officer, Admin Team; Executive Leadership	# of non-promotional opportunities for advancement and growth created and provided to staff	Identify initial opportunities by Q3 2021; ongoing	<ul style="list-style-type: none"> <li>A. Develop non-promotional opportunities for career growth, leadership and advanced skill development, including development of subject matter expertise; oversight of discrete programs or projects; mentorship and others. REWG to seek staff input on ideas and equitable process for making opportunities available.</li> <li>B. Develop protocol for identifying candidates for non-promotional opportunities for advancement, growth and leadership.</li> <li>C. Disseminate information about opportunities and protocol/program via email, unit meetings and All Staff Meetings.</li> </ul>	Commence in 2021	Deputy Director, Administration

## 6. ORGANIZATIONAL CULTURE OF INCLUSION AND BELONGING

Growing a Diverse Workforce is Just the First Step. Employees must feel welcomed and included at every stage of their employment. Racial homogeneity is not only found in hiring and recruiting, it permeates throughout organizational culture, policies, and procedures. It also can take form as coded, traditional standards, such as “professionalism,” that ultimately centers whiteness.<sup>1</sup> This factor takes an immense mental health toll on underrepresented employees who do not feel like they belong. Departments must

actively work to create a culture of inclusion and commit to ongoing assessment to uncover gaps in policies and procedures that create a culture of othering. Changes in organizational culture starts and continues with the needs of the employee. These needs are discovered by fostering intentional relationships with underrepresented employees, specifically women, trans employees, Black employees, indigenous employees, employees of color, and employees living with disabilities.

<sup>1</sup> Aysa Gray, *The Bias of ‘Professionalism’ Standards*, Stanford Social Innovation Review (Jun. 4, 2019) [https://ssir.org/articles/entry/the\\_bias\\_of\\_professionalism\\_standards](https://ssir.org/articles/entry/the_bias_of_professionalism_standards).

### DEPARTMENT GOAL

*What is the department’s overall goal on Organizational Culture of Inclusion and Belonging?*

Active creation of an organizational culture across all divisions of JPD that is aware of subtle bias, de-centers whiteness as a proxy for professionalism and consciously embraces diverse presentations of professionalism.

#### 6.1. Foster an intentional organizational culture that is committed to inclusion and belonging.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
6.1.1. Ensure that the department’s mission, policies, and procedures reflect an ongoing commitment to an organizational culture of inclusion and belonging.	REWG; Community Programs & Strategies Coordinator; Admin Team; Executive Leadership	Department mission, policies, and procedures are updated and available	Ongoing; completion of updates by Q1 2022	A. Seek staff input in the development of updated mission, policies and procedures, with intentional outreach to and engagement of BIPOC. Ensure participation of all three divisions and create inter-division forums regarding mission, policies, and procedures, that bridge perceived separations within the Department. Provide multiple, diverse opportunities for input including anonymous feedback (beyond that provided via the annual	Ongoing into 2021	Deputy Director, Administration



ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
				staff survey). Review language for accessibility and subtle bias. B. Consider adoption of a JPD Racial Equity Pledge as set forth in 1.4.7 above. C. Seek and incorporate stakeholder input to ensure that JPD’s culture of inclusion and belonging extends to our community partners, public partners, and the youth & families we serve.		
6.1.2. Create a Racial Equity Team consisting of Racial Equity Leads committed to keeping the department accountable for reaching its RE Action Plan goals.	REWG; Admin Team; Executive Leadership	Regular, scheduled meetings with RE Team to implement RE Action Plan	Team created & ongoing	A. Continue to support ongoing meetings of REWG (both internal and with ORE/City partners). B. Continue to invite and welcome JPD staff to join the REWG via email and All Staff Meeting announcements. C. Ensure RE Leads and other REWG members have the ability to engage in this work as a part of their JPD responsibilities rather than as an add-on to their full-time work.	Team created & ongoing	RE Leaders
6.1.3. Develop a RE Action Plan that is updated regularly and available to the public.	REWG; Admin Team; Executive Leadership; IT	RE Action Plan is published on department website	Ongoing; quarterly updates beginning Q2 2021	A. Complete and submit current REAP by 12/31/20. B. Continue to update REAP on a quarterly basis. C. Publish REAP on JPD website.	Ongoing	RE Leaders
6.1.4. Regularly report to staff, board, and commissioners on RE Action Plan updates.	REWG; Executive Leadership	Ongoing reporting	Ongoing	A. Continue regular reporting on REAP updates bi-monthly at All Staff and Commission meetings. B. RE Lead to provide regular reports at bi-weekly Admin Team meetings.	Ongoing	RE Leaders
6.1.5. Support and provide spaces for affinity groups, prioritizing historically marginalized peoples.	REWG; Admin Team; Building & Grounds Team;	Physical and/or virtual space for affinity groups; awareness	Complete by Q4 2021	A. REWG to solicit staff input and make recommendations to Admin Team regarding	Commence in 2021	RE Leaders

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
	Executive Leadership; IT	among BOPIC staff of affinity group meeting opportunities.		affinity group gatherings and spaces (physical and virtual). B. Buildings and Grounds Director to assess potential physical meeting space options. C. IT Director to assess virtual meeting space options. D. Resulting opportunities to be communicated to staff via email and at All Staff Meetings.		
6.1.6. Have staff participate in trainings, conferences, and discussions that promote a wider understanding of racial equity.	REWG; HR Team; Training Officer, Community Partnership & Strategies Coordinator; Admin Team; Executive Leadership	# of training, conference, or discussion regarding diversity, equity, and inclusion completed by staff per quarter	Ongoing; formal tracking and reporting to begin Q2 2021	A. RE Leaders to inform Training Officer about City racial equity trainings, conferences and discussion opportunities with all staff via email. B. Training Officer to share both City and external equity trainings, conferences and discussion opportunities with all staff via email, and to facilitate enrollment. C. Staff will be encouraged to participate during work hours; participation in will be included as a factor in updated performance evaluation templates. D. Participation in trainings, conferences or discussions regarding diversity, equity and inclusion will be tracked by Training Officer and reported quarterly to REWG and Admin Team.	Ongoing; formal tracking/reporting to commence 2021	Training Officer
6.1.7. Conduct an annual staff survey that assesses the department's commitment to an organizational culture of inclusion and belonging.	REWG; Director of Research & Planning; Admin Team; HR Team; Executive Leadership	Annual survey with disaggregated data and feedback	Ongoing annually	A. Continue to revise and administer JPD Racial Equity Employee Survey on an annual basis. B. Collect & analyze data annually. C. Present annually to staff and Juvenile Probation Commission. D. Revise tool for future years based on feedback and emerging issues.	Ongoing	Director of Research & Planning
6.1.8.	REWG; Buildings & Grounds	Increase in staff engagement	REWG recommendati	A. REWG to solicit staff input and make recommendations to Admin Team regarding	Commencing in 2021	RE Leaders

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
Ensure that all art, decor, and design where staff work daily reflect racial and social diversity.	Director & Team; Finance Team; Admin Team; Executive Leadership		ons completed by Q3 2021	art, décor and design grounded in racial and social diversity. B. Finance Team to determine budget for art, décor and design improvements grounded in racial and social diversity. C. Buildings and Grounds Director to support installation of resulting art, décor and design.		

6.2. Develop internal communication processes and procedures that promote equity.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
6.2.1. Regularly update departmental mailing lists to ensure that all staff receive communications.	IT; Admin Team; HR Team; Executive Leadership; CPO/ACPO Confidential Assistant	Increase in staff feedback, participation, and response to communications	Ongoing; Everbridge to launch Q1 2021	A. Continue to regularly update JPD staff mailing list. B. Launch Everbridge system for contacting staff via text on their personal phones for staff who are not remotely connected to City email and wish to receive communications in this matter (voluntary).	Ongoing; Everbridge use to commence in 2021	Deputy Director, Administration
6.2.2. Ensure that all staff meetings center a diverse range of speakers and inclusive topics while offering space for staff engagement. Be transparent about the speakers and topics.	REWG; Executive Leadership; CPO/ACPO Confidential Assistant	Ongoing staff participation and feedback	Ongoing	A. CPO to regularly solicit suggestions for guest speakers at monthly All Staff Meetings and to build meeting agendas that incorporate diverse speakers and inclusive topics, and space for in-meeting and follow-up dialogue. B. All Staff Meeting agendas to be circulated to all JPD staff in advance; meetings to be recorded so staff who are not available to attend can watch afterward.	Ongoing	Chief Probation Officer

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION PLAN	STATUS	LEAD
6.2.3. Create, maintain, and make available a space, physical and/or digital, for staff to share information.	REWG; Admin Team; Building & Grounds Team; Executive Leadership; IT	Ongoing staff participation and feedback	Complete by Q4 2021	E. REWG to solicit staff input and make recommendations to Admin Team regarding physical and/or virtual space needs for staff to share information. F. Buildings and Grounds Director to assess potential physical space options. G. IT Director to assess virtual space options. H. Resulting information sharing spaces to be announced to all staff via email and at All Staff Meetings.	Commence in 2021	RE Leaders

6.3. Improve both physical and digital spaces to meet or exceed accessibility standards.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
6.3.1. Create an accessibility protocol that is utilized across all events, communications, and departmental functions.	Buildings & Grounds; IT; Admin Team; HR Team; Community Partnership & Strategies Coordinator; Executive Leadership	Protocol distributed internally and with any outward-facing interactions	To complete by Q4 2021	A. Draft accessibility protocol that combines relevant information from Buildings & Grounds, Information Technology, Community Partnership, Probation Services, Juvenile Hall and others to apply to all events, communications and departmental functions. B. Post accessibility protocol on JPD website and disseminate to all staff via email and at All Staff Meeting.	Commencing in 2021	Deputy Director, Administration
6.3.2. Evaluate and improve on all physical spaces to meet or exceed accessibility standards taking into account staff and visitors with disabilities, seniors, and families.	Buildings & Grounds, Finance Team; Admin Team; HR Team; Executive Leadership	A plan for physical space improvement \$ funding secured Successful implementation	Ongoing	A. Ongoing work by Director of Buildings & Grounds in collaboration with Admin Team and Executive Leadership.	Ongoing	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
e.g. elevator access, ramps, lactation rooms, scent-free cleaning products, gathering spaces, etc.						
6.3.3. Evaluate and improve on all digital functions and communications to meet or exceed accessibility standards taking into account staff and visitors with disabilities.	IT, Finance Team; Admin Team; HR Team; Executive Leadership	A plan for digital improvement \$ funding secured Successful implementation	Ongoing	A. Ongoing work by Director of Information Technology in collaboration with Admin Team and Executive Leadership.	Ongoing	Deputy Director, Administration
e.g. plain-text messages, recordings with captions, accommodations for blind or low vision individuals, accommodations for Deaf people, etc.						
6.3.4. Invest in translation services.	Finance Team; Admin Team; HR Team; Executive Leadership	# Increase in translated materials	Ongoing	A. Continue to fund JPD's use of the Language Line and City Repro for translation needs. B. On an annual basis, reassess budgeted funds to ensure they are sufficient to meet translation needs.	Ongoing	Deputy Director, Administration
6.3.5. Encourage individual forms of inclusive identity expression.	REWG; HR Team; Admin Team; Executive Leadership	Increase in staff using inclusive identity expression, second nature	Input solicited by Q3 2021; recommendations implemented by Q1 2022; trainings and modeling ongoing	A. HR/REWG to solicit input (including anonymous input) on ways to encourage individual forms of inclusive identity expression and to implement resulting recommendations. B. All managers to complete City training on harassment. C. Managers and senior leadership to model support for inclusive identity expressing, including the addition of pronouns on their email signatures.	Commence in 2021	Deputy Director, Administration
e.g. honoring gender pronouns, relaxing or modifying dress code, etc.						
6.3.6. Bring accessibility information and accommodations to the forefront rather than offering it upon request. Accommodations can benefit other people besides the initial targeted group.	REWG; HR Team; Buildings & Grounds; IT; Admin Team; Executive Leadership	Accommodations information infused throughout department touchpoints (e.g., website, event announcements)	Ongoing; additional posting and staff training completed by Q3 2021; IT to	A. Ensure all accessibility information is posted on JPD website and at building entrances, and is included on event announcements. B. Work with IT to utilize city capacity for closed-captioning and other digital equity tools.	Ongoing; additional steps to commence in 2021	Deputy Director, Administration

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
		Provide closed-captioning by default  Increased digital equity (e.g., access) for all employees	work with City for accessibility tools throughout 2021 and ongoing as new tools provided	C. Train probation officers and Juvenile Hall staff to proactively provide accessibility information to youth/families who will be visiting the building.		

6.4. Expand the internal culture of belonging by fostering relationships with the external communities the department serves.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
6.4.1. Incorporate a process to gather community feedback on projects, events, and communications that involve or will impact the community.	REWG; Community Partnership & Strategies Coordinator and Community Development Specialist; Director of Research & Planning; Finance Team; Admin Team, Executive Leadership	Community will have an impact on all department projects	Commission ongoing; JJCC to begin regular meetings in December 2020 and ongoing; Community Partnership & Strategies Coordinator to develop plan by Q2 2021	A. Newly established Community Partnership & Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD's vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.  B. Juvenile Probation Commission will continue to serve as a monthly forum for community feedback on JPD operations and community engagement strategies.  C. Juvenile Justice Coordinating Council (JJCC), chaired by the Chief Probation Officer, will resume regular meetings and serve as a forum for community input on both JPD functions and SF's youth justice system reforms.	All work underway	Community Partnership & Strategies Coordinator

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
6.4.2. Find opportunities to invest into and support the communities the department serves.	REWG; Finance Team; Community Partnership & Strategies Coordinator; Admin Team; Executive Leadership	Amount of department funds/revenue invested in youth-serving community services and/or directly into youth and families impacted by the justice system.	Ongoing	A. Continue to support allocation of state Juvenile Justice Crime Prevention Act funds in youth-serving community-based organizations. B. Continue to reinvest funds traditionally used to support probation functions into community services in the upcoming budget cycles. C. Fully implement newly-developed gift card policy designed to support youth and families directly; track usage. D. Continue to allocate JPD funds and staff time to support opportunities and activities for justice-involved youth (e.g. Camp Mather, sailing, etc.)	Ongoing	Chief Probation Officer

6.5. Implement Procedural Justice<sup>6</sup> as a guiding principle and practice across all aspects of operations, both internal and external.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
6.5.1. Train all JPD staff on Procedural Justice and consciously center department procedures (both internal and external facing) in the principles of PJ.	REWG; Training Officer; Admin Team; HR Team; Executive Leadership; Director of Research & Planning;	# and % of staff who complete initial and ongoing procedural justice training	Initial training will be conducted by Q3 2021	A. Adapt SFPD's Procedural Justice training curriculum for JPD staff; all staff to be trained initially and to receive annual continuing training.	Commencing in 2021	Training Officer

<sup>6</sup> Procedural Justice is a justice system approach based on research that demonstrates that the use of four key principles - voice, neutrality, respectful treatment, and trustworthiness - makes individuals more likely to follow through. It is increasingly being adopted in courtrooms, and by law enforcement in community interactions, and its principles have been shown to improve both relationships with clients/community and positive cultures within organizations. It is also aligned with trauma-informed care. In San Francisco, procedural justice is a core component of training for judges and is included in the San Francisco Police Department's Training Academy. For more information, see <https://law.yale.edu/justice-collaboratory/procedural-justice/guides-practitioners>.

6.6. Build professional regard, respect and cohesion across JPD divisions.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
<p>6.6.1. Design and implement activities to connect staff across JPD divisions and build a department-wide community united in its commitment to JPD's mission, vision, values.</p>	<p>REWG; Admin Team; Executive Leadership</p>	<p>Staff feedback on annual survey</p>	<p>Plan drafted by Q2 2021; Events underway by Q3 2021</p>	<p>A. REWG to solicit staff input and develop a plan of events and opportunities for staff across divisions to become familiar with all JPD operations; to build relationships; and to develop cross-division strategies for supporting youth and families. B. REWG will propose plan to Admin Team and Executive Leadership. C. Resulting events and collaborative opportunities will be announced via email and at All Staff Meetings.</p>	<p>Commencing in 2021</p>	<p>RE Leaders</p>



## 7. BOARDS AND COMMISSIONS

An Equitable Workforce Starts with Equitable Decision Making. For many departments, an equitable and diverse leadership does not stop with senior leadership positions. Decisions are also being made in boards and commissions. These seats must represent the community that the department serves. Bylaws that

contain policies and language that perpetuate implicit bias must be revised. Seats must be accessible and available to employees of color. Policies and budget decisions made by these advisory bodies must be assessed through a racial equity lens.

### DEPARTMENT GOAL

*What is the department's overall goal on Boards and Commissions?*

Actively support Juvenile Probation Commission members to be aligned with JPD's Racial Equity Action Plan and the City's racial equity commitment.

#### 7.1. Ensure a diverse and equitable board and commission members that match the community being served.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
7.1.1. Review and revise bylaws and rules of order to create other commission procedures to include inclusive language and align with the department's RE Action Plan.	Commission Secretary; Commission Deputy City Attorney; Commissioners; REWG; Executive Leadership	Bylaws, rules of order or other procedures successfully amended	Bi-laws amended by Q3 2021	A. Commission members to receive training on racial equity, the City's racial equity efforts, and JPD's RE Action Plan. B. Commission members to review bi-laws and amend as needed to align with these efforts.	Commence in 2021	Commission President
7.1.2. Collect current board and/or commission demographic data and include in the department annual report.	Commission Secretary; Director of Research & Planning; IT	Annually collect board/commission demographic data  Include data in annual report  Use data to guide recruitment efforts	2021 Annual Report & annual thereafter	A. Commission demographic data, including historical trends, will be included in JPD's Annual Report. B. Commission demographic data will be reported annually to the Commission for review and action to guide recruitment efforts. C. Commission will collaborate with Mayor's Office to advance racial and gender equity on	Commence in 2021	Director of Research & Planning

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
		Greater racial and gender equity in board and/or commission members		the Commission to mirror the community we serve.		
7.1.3. Have board/commission adopt a resolution around racial equity.		Resolution adopted		A. Using the Criminal Justice Racial Equity Statement already adopted by the Community Corrections Partnership, SF Reentry Council and SF Sentencing Commission as a foundation, Commission will draft and adopt a resolution around racial equity, with feedback from the community.	Commence in 2021	
7.1.4. Racial equity-related items are regularly agendized.		# of policies and issues related to racial equity that are heard, reviewed and/or implemented	Ongoing	A. Commission will agendize a standing item for racial equity efforts in the Department at all meetings. B. Commission will agendize a standing item for racial equity efforts on the Commission at all meetings.	Already underway and ongoing	
7.1.5. Expand ability for board/commission members to hear from diverse voices from a place of influence.		Participatory budgeting processes  Community advisory working groups  Issue-specific task forces		A. Commission will develop communications strategy to conduct broader outreach to the communities and populations most impacted by the Juvenile Justice system and ensure advance notice of commission meetings, and information regarding public participation, particularly in regarding the budget process. B. Commission will develop annual topic and speaker plan to ensure diverse representation. C. Commission will coordinate with other City Juvenile Justice efforts and bodies to develop Community advisory working groups and Issue-specific task forces.	Commence in 2021	
7.1.6.		Resolution adopted	By end of Q2 2021	A. Commission will pass a resolution on a Ramaytush Ohlone Land Acknowledgement.	Commence in 2021	

Pass a resolution on a Ramaytush Ohlone Land Acknowledgement.<sup>7</sup>

7.1.7. Incorporate Proposition C 2020 passage which removes the requirement of U.S. citizenship and voter registration for individuals to serve on city boards, commissions, and advisory bodies.		Greater racial and gender equity in board and/or commission members		A. Commission will Incorporate Proposition C 2020 passage which removes the requirement of U.S. citizenship and voter registration for individuals to serve on city boards, commissions, and advisory bodies.	Commence in 2021	
7.1.8. Adopt ORE racial equity assessment tools to inform decision-making of boards and commissions.	Commission; REWG; Executive Leadership	# of policies passed with RE lens Budget equity completed	TBD - awaiting release of tools	B. REWG will provide Commission with ORE's race equity assessment tools upon release. C. Commission will explicitly use forthcoming race equity assessment tools to inform its decision-making.	Commence in 2021	Commission President

7.2. Safeguard members so they naturally feel welcomed and valued, not tokenized.

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
7.2.1. Determine a regular and standardized protocol for accommodation requests, centering people with disabilities, working people, parents, etc.  e.g. ASL interpretation, video conferencing, food during meetings, translations, etc.		# of diverse board/commission members  % of board/commission retention  Implementation of inclusive protocols	Protocol developed by Q3 2021	A. Commission President and Secretary to develop protocol to ensure that accommodations are available to support Commissioners who require them.	Commence in 2021	Commission President
7.2.2. Commit to ongoing racial equity training being mindful of ongoing and current issues.		# of completed training per quarter  Increased participation rate	Training Officer to begin coordinating with	A. JPD Training Officer will make Commission Secretary aware of all City-provided racial equity training being offered to JPD staff. B. JPD Training Officer will make Commission Secretary aware of select JPD-provided race	Commence in 2021	Commission Secretary

<sup>7</sup> <https://americanindianculturaldistrict.org/ramaytush-land-acknowledgement>

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
			Commission Secretary Q2 2021; annual reporting	equity training in which Commissioners are invited to participate. C. Commissioner participation in racial equity training will be tracked and reported annually.		
7.2.3. Develop a mentorship program between newer and more experienced board/commission members.		Increased board/commission retention Member experience satisfaction survey		A. Commission President to invite experienced Commissioners to mentor new Commissioners as positions are filled.		Commission President

### 7.3. Enhance knowledge capture

ACTIONS	RESOURCES COMMITTED	INDICATORS	TIMELINE	IMPLEMENTATION	STATUS	LEAD
7.3.1. Incorporate racial equity section into commission's onboarding binder so that new members are immediately oriented to this work.	REWG, Commission Secretary, Training Officer, Executive Leadership	Section incorporated into binder for all future appointments, and provided to all current members to incorporate into their already existing binders.	To be completed by Q4 2021	A. Create binder section to include: RE training materials that have been provided to commissioners, RE resources, all RE-related policies generated by the department and commission. B. Incorporate into binder for all future appointments and provide to current commissioners to incorporate into their binders.	Commencing in 2021	Commission Secretary



## APPENDIX A: DEPARTMENT BACKGROUND

*The sections below provide context for your department's RE Action Plan, including history and the San Franciscans you serve.*

Number of Employees: 212.65 FTEs

Annual Budget: \$41,284,225

### Department History

*San Francisco has a long history of creating, enforcing and/or sanctioning laws, policies, and institutions that perpetuate racial inequity in our City (e.g. for instance redlining, exclusionary zoning). Moving forward, San Francisco wants to ensure that its laws, policies, and programs do not perpetuate racial inequities within government and in community.*

*As part of addressing this issue, we encourage City departments to reflect upon and recognize any potential harm that their structural and systemic processes may be causing to underrepresented, underserved, and marginalized communities.*

*Example: [Planning Commission Resolution No. 20738, June 11, 2020](#)*

The juvenile and adult justice systems represent a legacy of racial inequity and harm that place them in the spotlight as the nation, California, and San Francisco grapple with an unparalleled racial reckoning. The enduring racial and ethnic disparities in our juvenile justice system provide stark evidence of the individual, interpersonal, institutional, and systemic racism that has underpinned our public systems since their inception. Longstanding justice system approaches have served to deepen the involvement of many young people in the system and in delinquency—youth often failed by other public institutions beginning in early childhood-- rather than providing opportunities to successfully and permanently exit the system and thrive. Research repeatedly has demonstrated what young people, families and communities of color, particularly the African American community, know all too well: the juvenile justice system's traditional reliance on detention, supervision, and sanctions destabilizes families and communities, disrupts prosocial connections and relationships, and serves as a powerful source of trauma and pipeline to adult justice system involvement for a select group of children.

Compared to many other jurisdictions, San Francisco has long served as a model for alternative approaches to youth crime, including our Community Assessment and Referral Center (CARC), commitment to detention alternatives, and network of community-based services. Like many other jurisdictions across the country, San Francisco has seen dramatic reductions of youth in our courtrooms and our juvenile hall. Yet as numbers overall have declined, racial disparities have increased - particularly for Black youth, who comprise over 50% of JPD's caseload. On a recent day in November, only 12 youth were detained in our juvenile hall, but 100% were Black - in a City where Black children comprise less than 6% of our youth population.

As of this writing, San Francisco is engaged in unprecedented efforts to re-imagine our approach to youth justice. City leadership has committed to broad system change, including the closure of the current Juvenile Hall, through collaborative processes that center the voice of youth, families, and community institutions. JPD is committed to this process, and to a transformed approach that can improve the lives of BIPOC youths, families, and communities.

At the same time, the department itself has been reflective, racially and ethnically, of the young people it serves and supervises. Eight-five percent of JPD's staff are BIPOC, including almost 40% that are Black. In the last 20 years, three of the five JPD Chief Probation Officers who served have been Black, and three of five Assistant Chief Probation Officers have been BIPOC.

As we submit this Racial Equity Action Phase I Plan, JPD finds itself in a unique position. We are creating a plan for the department as it is, while engaged in a seismic shift in the way we address youth justice in San Francisco - with likely significant impacts on the department itself. ORE calls for us to provide a blueprint for advancing racial equity in JPD across the next three years, but we don't know what those years will bring for the

department or our youth justice system as a whole. Possible “internal” impacts could include a dramatically reduced workforce (including layoffs) and reduced opportunities for advancement, both of which will disproportionately impact our BIPOC staff. But they also could present exciting new opportunities to serve in a transformed system that centers racial equity and improves outcomes for our youth. We welcome these vital reforms while working to ensure that we give our BIPOC staff the support they need to move into this new chapter of youth justice - or other employment opportunities - and to be heard during this uncharted process. Ultimately, we are committed to a vision of probation in which our youth and families see the department as reflective *of* them, and working *for* them and *with* them.

A note about terminology:

For the purposes of this document, please use the following glossary:

- Administrative (“Admin”) Team: Senior management team comprised of Executive Leadership plus the Directors /Senior Staff of Buildings & Grounds, Finance, Human Resources, Information Technology, Juvenile Hall, Probation Services, Research & Planning and a Racial Equity Leader.
- Executive Leadership: Team comprised of the Chief Probation Officer, (CPO) Assistant Chief Probation Officer (ACPO), and Deputy Director, Administration.
- REWG: Racial Equity Work Group, as described above, which includes both JPD’s Racial Equity Leaders and additional volunteer members of the department.

**Vulnerable Populations Served**

*Please include your response to the Office of Racial Equity’s Vulnerable Populations Engagement Assessment you submitted, with any relevant updates.*

JPD’s Vulnerable Populations Engagement Assessment submitted on 7/13/20 is included below, with updated COVID-19 response information below the chart.

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	\$ OF BUDGET	CRITICAL ISSUES	MEASURABLE ACTIVITIES
Black or African American	-Juvenile Advisory Council -Community Outreach -Youth and Family Outreach -Juvenile Justice Coordinating Council -Juvenile Justice Local Action Plan -Juvenile Probation Commission -Juvenile Justice Commission -Mayor’s Blue Ribbon Panel -Board of Supervisors Work Group to Close Juvenile Hall -Juvenile Justice Providers Association	53%	\$22.2 million	-institutional racism & the legacy of slavery -implicit & explicit bias -disproportionate juvenile and criminal justice involvement -disproportionate child welfare involvement -poverty -trauma -community violence -family violence -employment/educational opportunities -culturally competent services & health care -affordable housing -digital divide	Direct service

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	\$ OF BUDGET	CRITICAL ISSUES	MEASURABLE ACTIVITIES
	-My Brothers My Sisters Keeper				
Latino/a/x or Hispanic	-Juvenile Advisory Council -Community Outreach -Youth and Family Outreach -Juvenile Justice Coordinating Council -Juvenile Justice Local Action Plan -Juvenile Probation Commission -Juvenile Justice Commission -Mayor's Blue Ribbon Panel -Board of Supervisors Work Group to Close Juvenile Hall -Juvenile Justice Providers Association	28%	\$11.7 million	-institutional racism -implicit & explicit bias -poverty -trauma -community violence -family violence -employment/educational opportunities -culturally competent services & health care -affordable housing -undocumented/unaccompanied minors -language access -immigration issues -digital divide	Direct service
Indigenous, Native American or American Indian	-Juvenile Advisory Council -Community Outreach -Youth and Family Outreach -Juvenile Justice Coordinating Council -Juvenile Justice Local Action Plan -Juvenile Probation Commission -Juvenile Justice Commission -Mayor's Blue Ribbon Panel -Board of Supervisors Work Group to Close Juvenile Hall -Juvenile Justice Providers Association	0.2%	\$84K	-institutional racism & the legacy of colonization -implicit & explicit bias -poverty -trauma -community violence -family violence -employment/educational opportunities -culturally competent services & health care -affordable housing -digital divide	Direct service



POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	\$ OF BUDGET	CRITICAL ISSUES	MEASURABLE ACTIVITIES
Pacific Islander/Native Hawaiian; Samoan	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor's Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	3%	\$1.2 million	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-trauma</li> <li>-community violence</li> <li>-family violence</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	Direct service
East Asian; Southeast Asian; South Asian/Indian	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor's Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	3%	\$1.2 million	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	Direct service
Filipino/a/x	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> </ul>	1%	\$418K	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> </ul>	Direct service

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	\$ OF BUDGET	CRITICAL ISSUES	MEASURABLE ACTIVITIES
	<ul style="list-style-type: none"> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor's Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>			<ul style="list-style-type: none"> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	
*Please see DPH & DCYF for population breakdowns			\$1 million		Provide funding for services administered by CBOs through work orders to DPH and DCYF. CBO-specific measurable activities are specified in their grant plans.

**JPD COVID-19 Response:**

In late February 2020, the San Francisco Juvenile Probation Department initiated our response to the unprecedented global COVID-19 pandemic. We have since expanded those efforts to address every aspect of operations in Juvenile Hall and Probation Services. The Juvenile Probation Department is committed to safeguarding the well-being of the children, families, and communities we serve, as well as that of everyone who works in and visits our facilities and offices. Our response has included a sustained focus on safely reducing youth detention in Juvenile Hall, wherever possible.

- To assess whether families require assistance with a variety of needs, JPD has developed a checklist of questions for all Probation Officers and Social Workers to use in their contact with families, and an accompanying resource guide to quickly provide families with referrals – including access to food, school support (computers/wifi); mental and physical health services, shelter, childcare, or other resources.
- The JPD website has been updated with links to critical resources for families and youth, as well as information regarding COVID-19 prevention procedures in Juvenile Hall.
- Printed information about critical resources has been mailed to all families currently working with the department.
- During the summer City budget process, JPD allocated \$7M in funding to DCYF to ensure that DCYF-funded grantees would not face budget reductions in FY20-21 due to the City's COVID-19-related deficit.
- In October 2020, JPD received approval from the Controller's Office to leverage HSA's Gift Card Policy so that JPD could begin providing gift cards to youth and families who were in need of financial assistance. In November 2020, JPD received approval from the Juvenile Probation Commission for its own Gift Card Policy, which was immediately implemented. This policy and associated budgeted funds enables the department to continue to provide financial assistance to youth and their families in the community, as well as incentives for detained youth to participate in remote programming that is available during the ongoing visiting restrictions in the facility.

*Vulnerable Populations Engagement Assessment*

Please share how you engage with individuals and groups in San Francisco’s communities of color. What percentage of your budget supports this effort, what critical issues face these communities and groups, and what departmental accomplishments are in support of the identified population. Please use the table below and add rows as needed.

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
Black or African American	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor’s Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> <li>-My Brothers My Sisters Keeper</li> </ul>	53%	<ul style="list-style-type: none"> <li>-institutional racism &amp; the legacy of slavery</li> <li>-implicit &amp; explicit bias</li> <li>-disproportionate juvenile and criminal justice involvement</li> <li>-disproportionate child welfare involvement</li> <li>-poverty</li> <li>-trauma</li> <li>-community violence</li> <li>-family violence</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-digital divide</li> </ul>	<p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller’s Office approved the Department’s first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p> <p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p> <p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC, through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p>

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
Latino/a/x or Hispanic	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor’s Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	28%	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-trauma</li> <li>-community violence</li> <li>-family violence</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-undocumented/unaccompanied minors</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	<p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD’s vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p> <p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller’s Office approved the Department’s first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p> <p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p> <p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC,</p>

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
Indigenous, Native American or American Indian	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor's Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	0.2%	<ul style="list-style-type: none"> <li>-institutional racism &amp; the legacy of colonization</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-trauma</li> <li>-community violence</li> <li>-family violence</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-digital divide</li> </ul>	<p>through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p> <p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD's vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p> <p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller's Office approved the Department's first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p> <p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p>

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
Pacific Islander/Native Hawaiian; Samoan	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor’s Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	3%	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-trauma</li> <li>-community violence</li> <li>-family violence</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	<p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC, through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p> <p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD’s vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p> <p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller’s Office approved the Department’s first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p> <p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families</p>

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
East Asian; Southeast Asian; South Asian/Indian	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor’s Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	3%	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	<p>do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p> <p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC, through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p> <p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD’s vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p> <p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller’s Office approved the Department’s first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p> <p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and</p>

POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
Filipino/a/x	<ul style="list-style-type: none"> <li>-Juvenile Advisory Council</li> <li>-Community Outreach</li> <li>-Youth and Family Outreach</li> <li>-Juvenile Justice Coordinating Council</li> <li>-Juvenile Justice Local Action Plan</li> <li>-Juvenile Probation Commission</li> <li>-Juvenile Justice Commission</li> <li>-Mayor’s Blue Ribbon Panel</li> <li>-Board of Supervisors Work Group to Close Juvenile Hall</li> <li>-Juvenile Justice Providers Association</li> </ul>	1%	<ul style="list-style-type: none"> <li>-institutional racism</li> <li>-implicit &amp; explicit bias</li> <li>-poverty</li> <li>-employment/educational opportunities</li> <li>-culturally competent services &amp; health care</li> <li>-affordable housing</li> <li>-language access</li> <li>-immigration issues</li> <li>-digital divide</li> </ul>	<p>normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p> <p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC, through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p> <p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD’s vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p> <p>Through a comprehensive forensic accounting analysis, JPD identified unspent juvenile justice grant revenue from prior years and through the leadership of Mayor Breed, reinvested \$7 million via the FY20/21 budget to the Department of Children Youth and their Families to augment support for African American-led justice organizations and justice organizations that serve a majority of African American participants.</p> <p>In December 2020, the Juvenile Probation Commission and the Controller’s Office approved the Department’s first ever Gift Card Policy, enabling JPD to provide gift cards as a form of direct justice reinvestment to current clients and their parents/guardians, who are disproportionately BIPOC, and disproportionately experience economic hardship.</p>



POPULATION	STAKEHOLDER ENGAGEMENT	% OF BUDGET	CRITICAL ISSUES	ACCOMPLISHMENTS
				<p>Prior to the approval of the official Department policy, in Summer 2020, JPD received approval for a temporary COVID-19 gift card policy to incentivize families to continue social distancing and provide capacity to obtain necessities and normalization resources. COVID-19 is having an enormous, disproportionate impact on BIPOC, and on the children and families that we serve in all aspects of their lives. Many families do not have the resources to adhere to the city and state social distancing dictates and to meet their basic needs.</p> <p>Starting in summer 2020, each month, JPD publicly reports on the demographics of the youth held in detention, as well as those on the JPD caseload, who are disproportionately BIPOC, through a racial equity lens that is focused on developing strategies to sustainably address pervasive racial disparities throughout the system.</p> <p>Established in December 2020, the Community Partnership &amp; Strategies Coordinator will develop and implement multi-strategy action plan for fostering community engagement and feedback on JPD’s vision, values and operations, with a focus on engaging BIPOC, youth and families impacted by the youth justice system, and community-based organizations that serve them.</p>

# APPENDIX B: CURRENT WORKFORCE DEMOGRAPHIC DATA

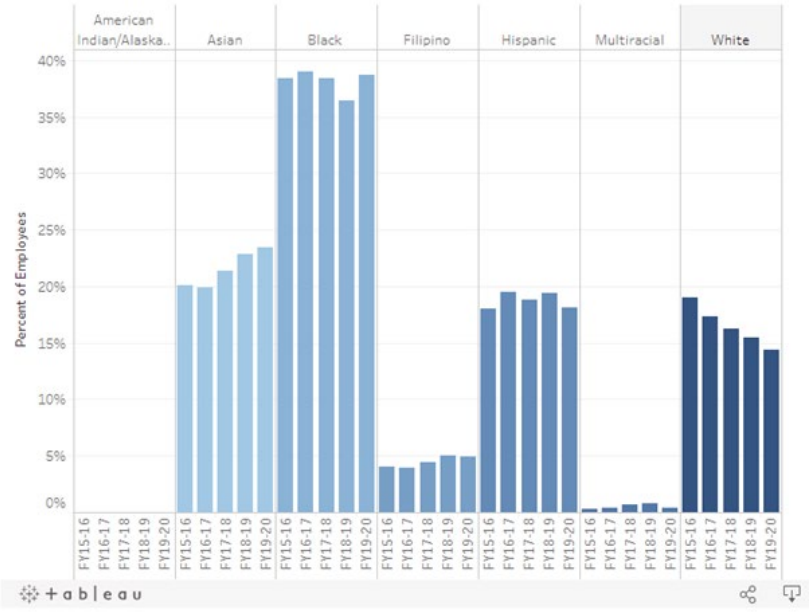
**Note:** The Office of Racial Equity worked with the SF Controller and Department of Human Resources to produce a report pursuant to its ordinance; [this report](#) was released on March 10, 2020 to Mayor London Breed and the SF Board of Supervisors. As a follow-up to the Phase I report publication, in Summer 2020 ORE will work with DHR, the Office of the Controller and City Departments on producing Phase II analysis. The Phase II report will provide a more granular review of the intersection of department-specific employment decisions and race as well as gender, namely for hiring, promotions, professional development, terminations, and compensation decisions for all City employees. *In the meantime, basic departmental workforce demographic data has been provided by DHR to departments.*

## Race/Ethnicity and Department

To view at the department level, click on the "▼" button, deselect the "✓" for "(All)", select "✓" next to the department(s) you want to review and then click again on the "▼" button.

Department - Race ▼  
 Juvenile Probation ▼

Department(s): Juvenile Probation





## APPENDIX C: RESULTS FROM DEPARTMENT ASSESSMENT AND EMPLOYEE SURVEY

### Overview

As part of JPD's efforts to develop a Department Racial Equity Action Plan, the Internal-facing Racial Equity Work Group created an employee survey to gather information about staff perceptions of racial equity and JPD's hiring practices, promotions, discipline, compensation, professional development, and management practices. The anonymous Microsoft Forms web survey was sent via email to all JPD employees on October 5, 2020, allowed only one response per employee, and closed on November 1, 2020. The survey included 10 five-point Likert Scale survey questions: strongly agree, agree, don't know, disagree, strongly disagree.

### Respondents

In total, 66 JPD staff members responded to the survey, roughly 33% percent of JPD's 200 employees. This sample is too small to generate statistically significant findings, however, the results are still meaningful and informative.

21% of respondents identified as African American (JPD staff: 40%); 17% as LatinX (JPD staff: 15%); 14% white (JPD staff: 16%); 14% Asian/Pacific Islander (JPD staff: 30%); 12% multi-racial; 8% other; and, 15% selected, "prefer not to state."

African American staff are underrepresented by 19 percentage points. Similarly, Asian staff are underrepresented by 16 percentage points. Some of this discrepancy may be due different categorization in the Human Resources data, and notably, 15% of survey respondents declined to state their race/ethnicity.

36% of respondents are from Probation Services (JPD staff 24%); 26% are from Juvenile Hall (JPD staff 53%); 20% are from Administration & Finance (JPD staff: 24%); and 18% were missing division information<sup>8</sup>. Probation Services is overrepresented in the survey, while Juvenile Hall and, to a lesser extent, Administration & Finance are underrepresented.

### Questions

Q3. In your opinion, is the hiring process equal/fair for all that apply to JPD, regardless of race or ethnicity?

Q5. In your opinion, are promotions given out fairly to everyone at JPD, regardless of race or ethnicity?

Q7. In your opinion, is the discipline process at JPD equal for all employees, regardless of race or ethnicity?

Q9. Compared to my peers (based on education/experience), I am being compensated fairly.

Q11. All employees of the Juvenile Probation Department have equal access to training opportunities and professional development, regardless of race or ethnicity.

<sup>8</sup> To address concerns about anonymity, one survey question regarding classification & division was changed to ask about division only. This change resulted in division data being lost for 12 previously submitted responses.

Q13. As a whole, the San Francisco Juvenile Probation Department is making progress towards achieving racial equity.

Q15. JPD supervisors and managers hold all employees to the same workplace expectations and disciplinary standards, regardless of race or ethnicity.

Q17. The leadership and management at the San Francisco Juvenile Probation Department promote and implement a diverse and equitable work environment.

Q19. The leadership and management of JPD participate and support conversations about racial and social equity.

Q21. The leadership and management of JPD addresses racial disparities in departmental planning and strategies.

### **Responses**

All ten questions elicited a range of favorable (agree or strongly agree) and unfavorable (disagree or strongly disagree) responses across racial and ethnic groups regarding racial equity at JPD, with particularly wide margins between respondents who identified as Black/African American and those who identified as white.

There was no question to which a majority (>50%) of Black/African American respondents expressed favorable perceptions of racial equity at JPD. Black/African American respondents expressed the highest favorability—50% agree or strongly agree—to two questions regarding making progress towards achieving racial equity and the leadership and management of JPD participating in and supporting conversations about racial and social equity. Just 7% of Black/African American respondents agreed or strongly agreed that the discipline process at JPD is equal for all employees, regardless of race or ethnicity.

A majority of respondents who identified as Asian/Pacific Islander responded favorably to six of the ten questions. Asian/Pacific Islander respondents expressed the highest favorability—100% agree or strongly agree—to the question regarding the leadership and management of JPD participating in and supporting conversations about racial and social equity. Similar to Black/African American respondents, the question regarding the discipline process elicited the lowest favorability rate (33% agreed or strongly agreed) among Asian/Pacific Islander respondents.

A majority of respondents who identified as LatinX/Hispanic responded favorably to five of the ten questions. LatinX/Hispanic respondents expressed the highest favorability—73% agree or strongly agree—to the question regarding the hiring process. Two questions elicited an 18% favorability rate among LatinX/Hispanic respondents: the question regarding the discipline process and the question regarding the leadership and management of JPD addressing racial disparities in departmental planning and strategies.

A majority of respondents who identified as multi-racial responded favorably to four of the ten questions. Multi-racial respondents expressed the highest favorability—88% agree or strongly agree—to the question regarding equal access to training opportunities and professional development. Once again, the question regarding the discipline process elicited the lowest favorability rate (26% agreed or strongly agreed) among this group of respondents.

White respondents were the only group for which a majority expressed favorable perceptions of racial equity at JPD for all ten questions. White respondents expressed the highest favorability (100%) to the question regarding equal access to training opportunities and professional development, and the lowest (56%) to the question regarding the discipline process.

There were two areas where a majority within each group, except white respondents, expressed unfavorable views: promotions and discipline. Across the entire Department, these areas had the lowest favorability ratings out of 10 questions (promotions: 32% agree or strongly agree; discipline: 25% agree or strongly agree).

There were also two areas where a majority within each group, except Black/African American respondents, expressed favorable views: hiring and training. Across the entire Department, 56% of responses were favorable regarding hiring, and 65% were favorable regarding training. In response to the question regarding the leadership and management of JPD participating in and supporting conversations about racial and social equity, 65% were also favorable.

The survey also revealed disparate experiences of racial equity across Divisions, with the Administration & Finance Division expressing more favorability than Probation Services for 8 out of 10 questions, and Probation Services expressing greater favorability than Juvenile Hall for all but 1 question. There was no question to which a majority (>50%) of Juvenile Hall staff expressed favorable perceptions of racial equity at JPD. These disparities were most concentrated in regard to racial equity and promotions – with 77% of Juvenile Hall staff stating that they disagreed or strongly disagreed that promotions given out fairly to everyone at JPD, regardless of race or ethnicity, as compared to 42% in Probation Services, and 0% in the Administration & Finance Division.



**SF Environment**

**Our home. Our city. Our planet.**

A Department of the City and County of San Francisco

London Breed  
Mayor

Deborah O. Raphael  
Director

**NOTICE OF INTENT TO ESTABLISH A PREQUALIFIED LIST**

**Sourcing Event 0000005349**

**RFQ #5349: Racial Equity and Organizational Consultants**

**Date: September 29, 2021**

The City and County of San Francisco Department of the Environment has completed its evaluation of Request for Qualifications (RFQ) for **Racial Equity and Organizational Consultants**, issued on July 15, 2021. We appreciate your patience in awaiting the outcome of our process. This e-mail serves as the City's Notice of Intent to Establish a Prequalified List with the Proposers listed below.

The following firms have been prequalified:

**Service Area A: Implementation of Phase I Racial Equity Action Plan**

Rank 1: Sara Ellis Conant Consulting

**Service Area B: Development of Phase II Racial Equity Action Plan**

Rank 1: Be The Change

Rank 2: Sara Ellis Conant Consulting

**Service Area C: Organizational Development**

Rank 1: Sara Ellis Conant Consulting

Prequalified firms from Sourcing Event 0000005349 may remain eligible for consideration and contract negotiation on an as-needed basis for two (2) years, and up to four (4) years from this notification date if the requirements of San Francisco's Administrative Code Section 21.4(d) are met.

Per the RFQ, the City will negotiate the scope of services, budget, deliverables, and timeline for each project it decides to pursue. There is no guarantee of a minimum amount of work or compensation for any of the prequalified Proposers. The City may issue Request(s) for Quotes or Request(s) for Proposals, Selection Interviews to the prequalified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations. The selection of any prequalified Proposer for contract negotiations shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. Please note that the prequalified firms may or may not be fully compliant with the City's Administrative Requirements referenced in RFQ Attachment III. Compliance is required prior to contract award.

The City is providing this notification to you pursuant to the rules and regulations pertaining to the San Francisco Administrative Code, Section 21.3(i). Protests of the Prequalified List must be received by the Purchaser listed below no later than 5:00 PM Pacific Time, October, 4, 2021. All protests must be in writing, dated, and must cite the law, rule, local ordinance, procedure or bid provision on which the protest is based.

Further information on these procedures is available on the Office of Contract Administration home page at <https://sfgov.org/oca/sf-admin-code-chapter-21>.

Sincerely,

David Kashani  
San Francisco Department of the Environment  
[david.kashani@sfgov.org](mailto:david.kashani@sfgov.org)



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: Laboratory Drug Testing

Funding Source: Operating Funds

PSC Duration: 5 years 1 day

PSC Amount: \$250,000

**1. Description of Work**

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

To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency.

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

This is a required service under the Department of Transportation/Federal Transit Administration (DOT/FTA); as per 49 Code of Federal Regulations (CFR) Part 40. Denial of these services will jeopardize SFMTA's transit agency Federal funding assistance.

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 in the past and previously approved by the CSC under PCS#4026-12/13 and 46107 17/18

D. Will the contract(s) be renewed?

No

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.

Due to the ongoing FTA/DOT compliance requirement of services, a 5-year duration will provide the stability of services to the Agency.

**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:

Federal Code 49 CFR Part 40 requires the services must be provided by a U.S. Department of Health & Human Services (DHHS) certified lab for all DOT mandated drug testing.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: A contractor must be a U.S. Department of Health & Human Services (DHHS) certified lab. The city does not have a DHHS certified lab.
- 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: Yes. A contractor must be a U.S. Department of Health & Human Services (DHHS) certified lab. The city does not have a DHHS certified lab.

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

Not applicable. The city does not have a DHHS certified lab.

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

- A. Explain why civil service classes are not applicable.  
A contractor must be a U.S. Department of Health & Human Services (DHHS) certified lab. The city does not have DHHS labs or job classes to perform urine 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. No. A contractor must be a U.S. Department of Health & Human Services (DHHS) certified lab. The city does not have DHHS labs. The number of urine analysis does not warrant the creation of new job classes.

**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. No. Urine analysis is a highly specialized task that city employees are not expected to participate in and must be done by federally regulated laboratory staff. Training City & County employees are not relevant to this contract.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Required by DOT/FTA regulation 49 CFR Part 40.
- 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 04/07/2023, 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 South Van Ness, 6th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43002 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, April 7, 2023 4:55 PM  
**To:** Nuque, Amy; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuwanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.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; Kbasconcillo@sfwater.org; 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; Sin.Yee.Poon@sfgov.org; 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; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43002 - 22/23

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RECEIPT for Union Notification for PSC 43002 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43002 - 22/23 for \$250,000 for Initial Request services for the period 02/01/2024 – 01/31/2029. 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/20131> 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

## Nuque, Amy

---

**From:** Nuque, Amy  
**Sent:** Monday, April 17, 2023 9:55 AM  
**To:** Nuque, Amy; 'sbabaria@cirseiu.org'; 'andrea@sfmea.com'; 'Camaguey@sfmea.com'; 'Camaguey@sfmea.com'; 'cpark@local39.org'; 'cpark@local39.org'; 'khughes@ibew6.org'; 'ewallace@ifpte21.org'; 'ewallace@ifpte21.org'; 'plangrooferlocal40@gmail.com'; 'rooferslocal40@gmail.com'; 'seichenberger@local39.org'; 'dtuttle@oe3.org'; 'pkim@ifpte21.org'; 'najuawanda.daniels@seiu1021.org'; 'pking@uapd.com'; 'president@sanfranciscodsa.com'; 'max.porter@seiu1021.org'; 'kennethlomba@gmail.com'; 'snaranjo@cirseiu.org'; 'Michael Dennis'; 'roger marenco'; 'Pete Wilson - Union 250A VP'; 'cmoyer@nccrc.org'; 'noah.frigault@sfgov.org'; 'sfdpoa@icloud.com'; 'MJayne@iam1414.org'; 'Emanuel, Rachel (DEM)'; 'laborers261@gmail.com'; 'junko.laxamana@sfgov.org'; 'jennifer.esteen@seiu1021.org'; 'emathurin@cirseiu.org'; 'abush@cirseiu.org'; 'sbabaria@cirseiu.org'; 'anthony@dc16.us'; 'mlobre@sfpoa.org'; 'tracym@sfpoa.org'; 'mleach@ibt856.org'; 'rooferslocal40@gmail.com'; 'sal@local16.org'; 'Criss@sfmea.com'; 'Julie.Meyers@sfgov.org'; 'seichenberger@local39.org'; 'jason.klumb@seiu1021.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'; 'Kbasconcillo@sflower.org'; 'Sandeep.lal@seiu1021.me'; 'dtuttle@oe3.org'; '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'; 'Sin.Yee.Poon@sfgov.org'; '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'; 'bart@dc16.us'; 'david.canham@seiu1021.org'; 'jtanner940@aol.com'; 'Osha Ashworth'; 'L21PSCReview@ifpte21.org'; 'laborers261@gmail.com'; 'local200twu'; 'speedy4864@aol.com'; 'Christina@sfmea.com'; 'ecdemvoter@aol.com'; 'thomas.vitale@seiu1021.org'; Nuque, Amy; 'dhr-psccordinator'  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43002 - 22/23

Hi All: We updated the title on 04/14/2023 from "Offsite and Onsite Urine and Breath Sample Collection" to "Laboratory Drug Testing" for clarification. No changed-on scope of work, duration, and amount.

Thank you,  
Amy Nuque  
HR ELR - PSC Coordinator  
Office 4115-646-2802

San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 6th floor  
San Francisco, CA 94103

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-----Original Message-----

From: dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> On Behalf Of amy.nuque@sfmta.com

Sent: Friday, April 7, 2023 4:55 PM

To: Nuque, Amy <Amy.Nuque@sfmta.com>; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis <mdennis@twusf.org>; roger marenco <rmarenco@twusf.org>; Pete Wilson - Union 250A VP <pwilson@twusf.org>; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM) <rachel.emanuel@sfgov.org>; laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.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; Kbasconillo@sfwater.org; 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@sfflocal798.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; Sin.Yee.Poon@sfgov.org; 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; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth <oashworth@ibew6.org>; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu <local200twu@sbcglobal.net>; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy <Amy.Nuque@sfmta.com>; dhr-psccoordinator@sfgov.org  
Subject: Receipt of Notice for new PCS over \$100K PSC # 43002 - 22/23

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RECEIPT for Union Notification for PSC 43002 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43002 - 22/23 for \$250,000 for Initial Request services for the period 02/01/2024 – 01/31/2029. 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/20131> 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)**

- [Drug and Alcohol Testing](#)
- [Resources for Key Persons >](#)
- [Regulations and Interpretations >](#)
- [Guidance >](#)
- [Part 40 Federal Register Notices, Court Decisions, Legislation](#)
- [FAQs](#)
- [2023 DOT Random Testing Rates](#)
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## DOT Rule 49 CFR Part 40 Section 40.1

### Subpart A - Administrative Provisions

#### § 40.1 Who does this regulation cover?

(a) This part tells all parties who conduct drug and alcohol tests required by Department of Transportation (DOT) agency regulations how to conduct these tests and what procedures to use.

(b) This part concerns the activities of transportation employers, safety-sensitive transportation employees (including self-employed individuals, contractors and volunteers as covered by DOT agency regulations), and service agents.

(c) Nothing in this part is intended to supersede or conflict with the implementation of the [Federal Railroad Administration's post-accident testing program \(see 49 CFR 219.200\)](#).

Last updated: Friday, February 8, 2019

### Contact Us

#### Office of Drug & Alcohol Policy & Compliance

1200 New Jersey Ave, SE  
Washington, DC 20590  
United States

#### Email:

[ODAPCWebMail@dot.gov](mailto:ODAPCWebMail@dot.gov)

Phone: [202-366-3784](tel:202-366-3784) ↵

Alt Phone: [800-225-3784](tel:800-225-3784) ↵

Fax: [202-366-3897](tel:202-366-3897) ↵

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

**U.S. DEPARTMENT OF TRANSPORTATION**

1200 New Jersey Avenue, SE  
Washington, DC 20590  
855-368-4200



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## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Laboratory Drug Testing ServicesFunding Source: Operating FundsPSC Amount: \$200,000PSC Est. Start Date: 08/01/2018PSC Est. End Date: 07/31/2023**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency (SFMTA).

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

This is a required service under the Department Of Transportation (DOT)/Federal Transit Administration (FTA) Rules. Denial will jeopardize continued transit agency federal assistance.

**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 were provided by Phamatech under PSC # 4026-12/13 approved on July 9, 2012. The contract is due to expire on July 31, 2018.

**D. Will the contract(s) be renewed?**

Yes. At the end of this contract, the SFMTA will issue a Request for Proposal for Laboratory Services as drug testing is expected to continue being a regulatory requirement.

**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):**

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:**

Federal Code 49 CFR Part 40 requires the use of a U.S. Department of Health and Human Services (DHHS) certified lab for all Department of Transportation mandated drug testing.

**3. Description of Required Skills/Expertise**

**A. Specify required skills and/or expertise:** A contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs.

**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:  
Yes. A Contractor is a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have such laboratory services.

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

Not applicable, the City does not have a U.S. Department of Health and Human Services (DHHS) certified laboratory.

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

- A. Explain why civil service classes are not applicable.

A Contractor must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified labs or a job class to perform urine 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. No. A Contract must be a U.S. Department of Health and Human Services (DHHS) certified lab. The City does not have DHHS certified lab and the number of urine analysis needed does not warrant the creation of a new job class.

**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. No. Urine analysis is a highly specialized task that city employees are not expected to participate in and must be done by federally regulated laboratory staff. Training City and County employees are not relevant to this contract.

- C. Are there legal mandates requiring the use of contractual services?  
Yes. Yes, 49 CFR Part 40.

- 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 06/14/2018, 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 South Van Ness, HR, 6th Fl San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46107 - 17/18

DHR Analysis/Recommendation:

action date: 09/17/2018

Commission Approval Required

Approved by Civil Service Commission

09/17/2018 DHR Approved for 09/17/2018



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

4026-12/13  
#17512

September 21, 2012

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4019-12/13 THROUGH 4026-12/13; 4066-11/12; 3061-11/12; 4070-10/11 AND 4095-09/10.**

At its meeting of September 17, 2012 the Civil Service Commission had for its consideration the above matter.

**PLEASE NOTE:** *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

### The Commission:

- (1) Continued PSC #4022-12/13 to the meeting of October 1, 2012 in order to notify IFPTE Local 21 of the request for approval.
- (2) Withdrew PSC #4025-12/13 at the request of the Recreation and Parks Department. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Withdrew PSC #3061-11/12 at the request of the Public Utilities Commission. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)
- (4) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

SANDRA ENG  
Acting Executive Officer

### Attachment

- c:
- Cynthia Avakian, Airport Commission
  - Parveen Boparai, Municipal Transportation Agency
  - Mjicki Callahan, Human Resources Director
  - Leorah Dang, Department of Human Resources
  - Marie de Vera, Department of Human Resources
  - Jaci Fong, Office of Contract Administration
  - Alicia John-Baptiste, Planning Department
  - Rebekah Krell, Art Commission
  - Sean McFadden, Recreation & Park Department
  - Ben Rosenfield, Controller
  - Commission File
  - Chron



POSTING FOR  
9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4019-12/13	27	Airport Commission	Regular	\$150,000,000	Design and construction services necessary for the Design-Build Terminal 3 (T3) Improvement Projects. The Civil Service Commission has previously approved PSC #4106-09/10 for the construction management portion of this Project.  The Design-Build T3 Project will provide a building expansion to expand the Transportation Security Administration (TSA) security screening checkpoint on the east side of the Terminal to improve circulation, meet the latest security requirements and improve passenger throughput per forecast demand. The Project will remodel existing Hold Rooms, restrooms, passenger amenities, and airline and concessions shell space, all with new finishes, furniture, fixtures and equipment. Scope of work will also include new Art Enrichment Program; Concessions Program; terminal seismic upgrade; HVAC, Plumbing, Fire Protection, Power, Metering, Lighting, Life Safety, Fire Alarm, Visual and Audible Paging System modifications; Static and Dynamic Signage; Hydrant Fuel System; Passenger Boarding Bridges (PBB) upgrades; Aircraft Apron Paving; Special Systems rooms, Tenant Wiring Closets, WIFI infrastructure; new Access Control and close circuit television (CCTV) systems. The project will reconfigure the TSA security checkpoint and departures lobby to improve security and operational efficiency. This project will be LEED certified.	10/1/2012 - 10/1/2016
4020-12/13	27	Airport Commission	Regular	\$35,000,000	This request is for design-build services for a contractor with specialty design experience at airports to provide the design and construction for the West Field Cargo Development Project. The Commission has previously approved PSC 4078-11/12 on February 6, 2012 for construction management services for this project.  The Design-Build contractor will perform the design and construction of a new cargo building including landside and airfield site improvements. This project will replace an existing outdated cargo facility performing needed hazardous abatement and site remediation in the airport cargo area known as the West Field Cargo Area. This project will be LEED certified.	9/17/2012 - 12/31/2014
4021-12/13	27	Airport Commission	Regular	\$500,000	The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. The system to be provided by the successful proposer shall address all business requirements, including capability to: (1) Enable input, maintenance and tracking of contract information for Airport contracts across the contract management life-cycle, (2) Accommodate concurrent usage by different user groups with appropriate access levels to allow for Contract/Project Managers, senior level management, Contracts staff, Accounting and other stakeholders to utilize the system, (3) Create and manage alerts and notifications to streamline communications, (4) Search, filter and query on specified contract data, (5) Develop outputs and reports that can optimize management, certification and compliance of contracts, (6) Develop workflows/checklists that can aid in the review and approvals of contract processes, and (7) Integrate with other defined systems including data imports and outputs in specified formats to avoid data duplication and redundant processes.	10/1/2012 - 9/30/2018
4022-12/13	28	Art Commission	Regular	\$110,000	Contracts for two artists to design, fabricate, transport and install artworks for the SoMA West Improvement Projects.	8/8/2012 - 12/5/2014

POSTING FOR  
9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4023-12/13	29	City Planning	Regular	\$1,500,000	<p>In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, &amp; archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis; historic resources evaluation, &amp; archeological research on various private &amp; public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMA Streetscape Plan, Health Care services Master Plan, and Urban Forest Master Plan.</p> <p>Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, &amp; follow the model used in most other jurisdictions.</p> <p>The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge &amp; expertise in environmental and/or transportation impact analysis, historic resource &amp; archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource &amp; archeology review which must be reviewed &amp; finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.</p>	9/18/2012 - 9/30/2015
4024-12/13	29	City Planning	Regular	\$1,200,000	<p>The San Francisco Planning Department is seeking a consultant to assist the Department in the preparation, production, management &amp; successful completion of environmental analysis; including an environmental ("EIR") &amp; transportation impact study ("TIP") &amp; possibly other technical documentation for the Central Corridor Plan. The objective of the environmental analysis service is to satisfy the requirements of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, the San Francisco Administrative Code Chapter 31, &amp; applicable local, State, &amp; federal regulatory requirements. The EIR will analyze proposed land use controls, changes to existing height districts, &amp; area plan policies at the programmatic level. Primary environmental issues are expected to be land use &amp; planning, aesthetics, cultural resources, transportation &amp; circulation, air quality, wind, shadow, &amp; open space/recreation.</p>	9/18/2012 - 12/31/2015
4025-12/13	42	Recreation & Park Commission	Regular	\$700,000	<p>Provide full Architectural &amp; Engineering services for nature education facilities within the Randall Museum. This includes all services necessary for schematic design phase, design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase &amp; project closeout. A/E firm shall also provide cost estimating services during the course of the project.</p>	11/20/2012 - 5/20/2015
4026-12/13	68	Tech Commission	Regular	\$175,000	<p>To provide federally mandated urine analysis for safety-sensitive employees with the San Francisco Municipal Transportation Agency (SFMTA).</p>	11/1/2012 - 10/31/2017

Total Amount - Regular: \$189,185,000

POSTING FOR  
9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4066-11/12	27	Airport Commission	Regular	\$4,750,000	\$12,750,000	The SMPOE Data Center project includes the development (both design and construction) of a new "Greenfield-built" Data Center Facility, that will include data processing equipment room, mechanical systems room, battery storage room, office, rest room and utility room. SFO requires construction management support with design-build experience in Data Centers design and construction experience to manage the programming, design and construction of this project. This project also includes the coordination of the construction of new fiber cable communications connections to be brought within the building envelope (by others) and all additional utilities/services necessary to service the building in its functional intent. The DB team will be responsible for providing the specialized expertise to complete the design and construct this project using a fast-track approach.	1/1/2012 - 2/28/2013
3061-11/12	40	Public Utilities Commission	Regular	\$601,500	\$650,000	In response to a report of serious allegations of employee misconduct and threats, the SFPUC recognized the need for sophisticated and highly confidential investigation of the allegations. The nature of the allegations span multiple lines of inquiry, including research, investigation and analyses requiring specialized expertise in the area of fraud investigation in the public sector.	2/1/2012 - 9/30/2017
4070-10/11	40	Public Utilities Commission	Regular	\$750,000	\$866,500	In conjunction with Ocean Beach Vision Council, the consultant will develop an Ocean Beach Master Plan, a comprehensive document that will address the following elements: climate change and sea level rise; open space (beach, promenade, parks & streetscape, passive and active recreation); roadway (streets & parking); potential for development of renewable energy sources (wave, wind, tidal); beach erosion control and coastal protection (including seawall); protection and enhancement of natural resources (including habitat for special status species); concepts for signage, interpretive features, lighting and public art; circulation (including east-west flow corridors); integration of related projects and plans that are being implemented by other entities; sustainability guidelines; management/ maintenance structures and strategies; and implementation (budgets, funding and phasing).	2/7/2011 - 3/15/2015
4095-09/10	90	Public Works	Regular	\$4,000,000	\$8,125,000	Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.	5/1/2010 - 8/30/2018
				Sum of Modified Amounts:		\$10,101,500	

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: Construction Management Services

Funding Source: Sewer System Improvement Program (SSIP) PSC Duration: 3 years 17 weeks

PSC Amount: \$4,985,000

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"), seeks to retain the services of a qualified Proposer to provide construction management (CM) staff augmentation services for the Harrison and Treat Box Sewer Project ("Project"). As part of the SFPUC's Sewer System Improvement Program (SSIP), and more specifically as a part of the Folsom Area Stormwater Improvements, the Project's primary goal is to mitigate flooding in the 17th Street and Folsom Street neighborhood area in San Francisco. The Project work focuses on improvements to over 12,000 linear feet of the area's existing sewer system, including deepening an existing reinforced concrete and brick box sewer, installing new reinforced concrete box sewers, upsizing existing pipe sewers, and installing new auxiliary pipe sewers and junction structures. The CM staff augmentation services required for the Project include, but are not limited to, construction administration, construction inspection, construct contracts management, and project controls (construction scheduling and cost estimation). The SFPUC will manage the staff augmentation team during construction for the Project for approximately 3 years and 4 months.

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

The SFPUC does not have the current staffing resources required to perform the Project work nor can the SFPUC locate enough current staff be transferred from other City departments, e.g., San Francisco Public Works (SFPW). It should be noted that the SFPUC continuously coordinates with SFPW regarding its available staffing resources for SFPUC construction projects. Also, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staffing and the necessary CM expertise to manage the construction of this stormwater/sewer project, thus increasing the overall likelihood of poor construction quality and inadequate performance on the Project. Per the California Regional Water Quality Board's Cleanup and Abatement Order R2-2021-0021, the SFPUC is required to complete construction of the Project by June 30, 2027. It's in the City's best interest to not delay the Project start date until more City staffing resources are either freed up or hired: any delays to the Project caused by inadequate CM support could result in enforcement action from the Board.

**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.**

Similar professional CM services have previously been awarded for the Westside Pump Station Reliability Improvements Project as described on PSC# 40488-20/21.

**D. Will the contract(s) be renewed?**

No

- 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.  
N/A

**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:

The skills and expertise required for this scope are directly related to CM work in the following CM areas: construction administration; construction inspection (general, warranty, & specialty); construction contracts management (change/claims management), project controls (construction scheduling and cost estimation); special inspection (coating, welding, geotechnical, tunnel, etc.); supplier quality surveillance; special laboratory testing; testing, startup, & commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives. It should be noted that specialized CM experience and expertise with project controls services, such as construction scheduling and cost estimation, aren't readily available within the City workforce. In addition, and to the extent possible, City staff will be utilized to provide CM services for the SFPUC's SSIP construction projects. However, additional staffing resources will be required on an as-needed basis to help accommodate peak workload demands during relatively short-term capital projects and to provide expertise for the anticipated construction work.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Construction management skills include construction administration, construction inspection, construction contracts management, and project controls with expertise in underground construction and installation of sewer pipelines and large box sewers, including: contractor means and methods, safety regulations, water quality standards, compliance with State and Federal regulations applicable to the treatment and disposal of sewage and stormwater runoff, system shutdowns and start-up procedures, equipment and performance testing, regulatory compliance, and claims expertise. These required skills and knowledge are essential for flood mitigation in the 17th Street and Folsom Street neighborhood area and for the timely completion of construction per the Cleanup and Abatement Order issued by the California Regional Water Quality Control Board.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector;
- 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 SFPUC has previously used, and is currently using, SFPW staffing resources to support the operation, maintenance, and repair of its existing wastewater treatment facilities located primarily at the Southeast and Oceanside Water Pollution Control Plants but also located throughout San Francisco. For example, SFPW has partnered with the SFPUC to provide all CM staffing resources for its North Shore Pump Station Wet Weather Improvements Project, a project for which professional CM services were originally sought. Additionally, SFPW provided CM staffing resources for the Westside Pump Station Improvement Project to reduce the need for additional contracted out CM services. The SFPUC and SFPW will continue to partner, but on a larger scale, by

augmenting existing CM staffing resources to meet the specialized needs and peak workload demands of SSIP construction projects.

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

A. Explain why civil service classes are not applicable.

Construction management services can and will be performed by City staff whenever possible. This request is meant to “augment” existing City staff on intermittent, short duration construction work when City staff is otherwise tasked. The level of CM resources required for the project is not a long-term need that would warrant the hiring of new SFPUC personnel; these CM resources are needed in part due to peak workload staffing requirements resulting from the ongoing influx of SSIP construction projects, among others. There is more construction management work than can be performed by in-house SFPUC personnel. Additionally, the specialized CM experience and expertise with project controls services, such as construction scheduling and cost estimation, aren’t readily available within the City workforce. If City staffing resources are confirmed to be available prior to the start of construction, then City staff will be prioritized. Once construction begins, and if an SFPUC or SFPW staff person becomes available, then that person may be assigned to the Project to gain experience and training for similar work on future construction projects. Furthermore, this approach helps eliminate the need to contract out additional professional CM services.

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. The SFPUC continues to fill available vacancies to increase current staffing levels in addition to allowing for the promotion and retention of existing City staff; however, these ongoing efforts may fall short due to the increasing peak workload demands of the SSIP. City staff are also assigned on concurrent non-SSIP projects, which also impacts the SFPUC’s ability to fully staff its construction projects. This request serves as a contingency measure to augment City staff to provide additional CM services when required and to avoid burnout of existing City staff in the interest of retention. As such, the specialized CM needs for the Project are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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 SFPUC intends to address future, underdeveloped CM skill sets by directing the contractor to provide up to 8 hours of training in the areas of cost estimation and/or construction scheduling. The occupational types of City employees that will receive the training are primarily engineers (in all disciplines) and construction inspectors.

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 05/22/2023, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45886 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**



**From:** [ahr-psccordinator@sfgov.org](mailto:ahr-psccordinator@sfgov.org) on behalf of [shale@swater.org](mailto:shale@swater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [ahr-psccordinator@sfgov.org](mailto:ahr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45886 - 22/23  
**Date:** Monday, May 22, 2023 8:51:28 AM

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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 45886 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45886 - 22/23 for \$4,985,000 for Initial Request services for the period 05/01/2024 – 08/31/2027. 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/20390> 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: 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: Construction Management Staff Augmentation Services for the Westside Pump Station (PRO.0181)

Funding Source: Sewer System Improvement Program (SSIP) PSC Duration: 3 years 17 weeks

PSC Amount: \$5,500,000

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) intends to award the full amount of \$5.5 million to provide professional construction management (CM) services to support SFPUC staff on the Westside Pump Station (WSS) Reliability Improvements Project. As part of the SFPUC's Sewer System Improvement Program (SSIP), the WSS Project is located at the southeast corner of the intersection of the Great Highway and Sloat Boulevard in the Lakeshore District of San Francisco, just west of the main parking lot for the San Francisco Zoo and right next to the Great Highway. The existing WSS facility is the SFPUC's main wastewater pump station for the west side of San Francisco. Its continued service and reliability are vital to 1) maintain full compliance with State and Federal regulatory requirements applicable to the treatment and disposal of sewage and storm water and 2) ensure critical infrastructure functions are provided with redundancy to protect public health for the people of San Francisco.

The new WSS Project will improve the reliability of the existing pump station by providing redundant electrical power service feeds, replacing essential wastewater process mechanical and electrical equipment, and providing ventilation, plumbing, and instrumentation and control improvements. The WSS Project also includes site civil work, street curb ramp work, landscape and architectural facility work, structural cast-in-place concrete vaults, foundation and facility modification work, shoring work, construction of a new electrical building, pipeline replacement, corrosion protection, and security improvements. The CM staff augmentation services required for the WSS project include, but are not limited to, construction contract administration, construction inspection, construction contracts management, and project controls.

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

The SFPUC does not have the staff resources to perform all of the required work nor could the SFPUC locate enough current staff be transferred from other City departments, e.g., San Francisco Public Works (SFPW). However, it should be noted that the SFPUC was able to coordinate with SFPW to provide the same CM services for the SFPUC's North Shore Pump Station Wet Weather Improvements Project. Also, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of this large, utility pump station project, thus increasing the overall likelihood of inadequate performance on the WSS Project.

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.

Professional CM services have previously been awarded for other SSIP construction projects as described on PSC# 44553-16/17. However, as described in the previously approved personal services contract, there is more work than can be performed by in-house SFPUC personnel. Additionally, there is specialized CM experience and expertise required that is not available within City forces, i.e., experience and expertise with wastewater treatment facility construction and more specifically with large, utility pump station construction.

D. Will the contract(s) be renewed?

No.

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):

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:

The skills and expertise required for this scope are directly related to construction management (CM) work in the following CM areas: construction administration and change management; construction inspection (general, warranty, & specialty); project controls (cost and schedule); special inspection (coating, welding, geotechnical, marine, tunnel, etc.); supplier quality surveillance; special laboratory testing; testing, startup, & commissioning assistance; surveying; construction safety inspection; and technical data entry and document control including engineering archives. In addition, and to the extent possible, City staff will be utilized to provide CM services for the SFPUC's SSIP construction projects. However, additional resources will be required on an as-needed basis to help accommodate peak workloads during relatively short-term capital projects and to provide specialized expertise for the anticipated work.

## 3. **Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Construction management skills include contract administration, inspection services, contracts management, and project controls with expertise in wastewater treatment facility construction, specifically large utility pump station construction, including: contractor means and methods, safety regulations, water quality standards, compliance with State and Federal regulations applicable to the treatment and disposal of sewage and storm water runoff, system shutdowns and start-up procedures, equipment and performance testing, compliance with the latest building codes, and claims expertise. These specialized skills and knowledge are essential for maintaining treatment plant and pump station operations and service to San Francisco customers during the overall construction period.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;

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 SFPUC has previously used resources from SFPW to support the operation, maintenance, and repair of its existing wastewater treatment facilities located primarily at the Southeast and Oceanside Water Pollution Control Plants but also located throughout San Francisco. As such, the SFPUC and SFPW will continue to partner, but on a larger scale, by augmenting existing CM staffing resources to meet the specialized needs and peak workload demands of SSIP construction projects. For example, SFPW will partner with the SFPUC to provide all CM staffing resources for its North Shore Pump Station Wet Weather Improvements Project, a project for which professional CM services were originally sought.

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

A. Explain why civil service classes are not applicable.

Current civil service staff are not always able to perform this scope of services because they don't always have the specialized experience and/or knowledge required to adequately manage the construction of a large, complex wastewater treatment facility, such as the WSS Project. Construction Engineers and Inspectors are needed to perform the construction management work, and for a wastewater pump station, these positions also require specialized skills in the areas of coating inspection, instrumentation & control (I&C), electrical engineering and electrical inspection, and testing, startup, and commissioning. The level of CM resources required for the WSS Project is not a long-term need that would warrant the hiring of new SFPUC personnel; these CM positions are needed in part due to peak workload staffing requirements resulting from the influx of SSIP construction projects. If staffing resources from either the SFPUC or SFPW were available to manage this construction project, then the contract amount would be less. Except for the Project Resident Engineer, who's an SFPUC staff person, the contract is meant to fully augment the project CM team. Once project construction begins, and if an SFPUC or SFPW staff person becomes available, then that person may be assigned to the project to gain experience and training for similar work on future construction projects.

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. The specialized needs of construction management for the WSS Project, a wastewater treatment facility, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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. Training will not 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 02/09/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; 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@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40488 - 20/21

DHR Analysis/Recommendation:

action date: 04/05/2021

Commission Approval Required

Approved by Civil Service Commission

04/05/2021 DHR Approved for 04/05/2021

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: Budget Support, Financial Reconciliation and Procedure Documentation Consulting Services

Funding Source: Local Funds

PSC Duration: 2 years 1 day

PSC Amount: \$500,000

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:  
(See attached "A. Concise Description of proposed Work")

Contractor to provide budget support, financial reconciliation, and procedure documentation consulting services to the SFMTA's Finance & Information Technology Division's Budget, Financial Projections, and Analysis Section (BFPA). The Contractor shall support BFPA during the budget season, assist in clearing the backlog of financial analysis, and document existing roles, policies, and procedures.

Budget Support: The Contractor shall conduct an analysis of the SFMTA's FY18-19 and FY21-22 operating budget sources and uses them to propose zero-base budgeting for each Division. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Budget Support objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.

Financial Reconciliation: The Contractor shall conduct the following financial reconciliation analysis services for the SFMTA. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Financial Reconciliation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.

Policy and Procedure Documentation: The Contractor shall assist BFPA in developing, documenting, and refining BFPA-related policies and procedures. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Policy and Procedure Documentation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting or training session with SFMTA staff.

B. Explain why this service is necessary and the consequence of denial:  
Consequences of denial would lead to SFMTA not being able to prepare and complete SFMTA's FY 24-25

and FY 25-26 budgets; a continued backlog of financial analysis and grant administration tasks, such as grant close-outs; and a delay in position approval, budget adjustments, and contract approval due to a lack of procedures. Staff turnover related to leadership transition, an aging workforce, and the pandemic have resulted in a loss of operating budget knowledge. As a result, staff lack the tools and knowledge base to make strategic decisions and prepare for the FY 24-25 and FY 25-26 budget cycles. A zero-base budget analysis would provide staff with the knowledge needed to make strategic daily decisions and complete the FY 24-25 budget cycle. The resources for this level of one-time, in-depth analysis exceed the resources of the BFPA, which is staffed at a level consistent with day-to-day operation. Additionally, staff shortages due to the challenges of hiring in a post-pandemic environment have created a backlog of financial analysis and grant administration tasks, such as grant close-outs, that create a short-term need for staff to clear the backlog so that normal operations can resume. Finally, the BFPA lacks documentation of policies and procedures for actions such as position approval, budget adjustments, and contract approval. Improvement and documentation of such procedures is a short-term project that requires resources above existing staffing levels.

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.

Historically, the SFMTA has developed its budget based on minor changes to the prior year's budget base. In response to the pandemic, SFMTA has dramatically changed transit service levels and the way the department performs its daily functions. To properly implement operational changes of this magnitude, SFMTA should prepare a zero-base budget that reflects these operational changes. The magnitude of this effort is beyond the capacity of existing MTA staff, who are fully allocated to the day-to-day implementation of the existing budget. Similarly, because existing MTA staff are fully allocated to the day-to-day implementation of the budget, there is insufficient staff to resolve the backlog of reconciliations created during the pandemic. Finally, SFMTA has never had written policies and procedures for positions, project-funded positions, or contract approval. This is a one-time project that would significantly improve the BFPA's client service to the operational Divisions of the SFMTA.

D. Will the contract(s) be renewed?

No

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):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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).

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).



B. Explain the qualifying circumstances:

The SFMTA seeks budget support, financial reconciliation, and procedure documentation consulting services for one-time projects that are immediately needed to support the preparation of the 24-25 and 25-26 budgets. The short duration of this project needed during this transitional period makes it infeasible to conduct hiring through the civil service process. Due to the time-sensitivity of the services which may directly or indirectly impact the SFMTA's daily operations and delivery of services to the public, we believe it is reasonable and necessary to hire contractors to fill such needs.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: The contractor must be versed in the City and County of San Francisco (City), federal and state statutes, regulations governing the City, federal and state funding, grants, public benefits, and government programs. Given the nature of the services, the Contractor's Team must have proven subject-matter and industry best-practices expertise in governmental accounting, budgeting, human resources, payroll, and purchasing. Knowledge and experience in zero-based budgeting and the City's Oracle PeopleSoft Financials and procurement management system (FSP) are also required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II;
- 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, lack of resources City-wide would make it difficult to obtain these services from other City departments.

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

- A. Explain why civil service classes are not applicable.  
Immediate need for highly specialized financial analytic expertise for this short-duration project. While there are civil service classes that can perform some of the services, the lack of City resources and the need for some independent review during a short duration would not make it feasible for City employees to conduct the work.
- 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, due to the temporary need for financial analytical services to assist with the completion of short-term tasks, it is not practical to adopt a new civil service class to perform the highly specialized nature of the 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 Contractor shall provide training by making a presentation to BFPA staff on implementing the processes and policies related to analyzing and approving staff positions; developing processes for monitoring the availability of project funds for project-funded staff positions, and on position approval, contract approval, and budget requests.

- 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 05/17/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Management & Superv Local 21; 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 So. Van Ness Avenue, 6th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41495 - 22/23

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 07/17/2023

Civil Service Commission Action:

# **Receipt of Union Notification(s)**

## Nuque, Amy

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**From:** Nuque, Amy  
**Sent:** Wednesday, May 17, 2023 11:18 PM  
**To:** Mawhorter, Bree  
**Cc:** Peza, Carlos  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41495 - 22/23 (Budget Support, Financial Reconciliation and Procedure Documentation Consulting Services)

Copy

Union 05/17/23  
DHR 06/16/23  
CSC tentative 07/17/23

-----Original Message-----

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of amy.nuque@sfmta.com  
Sent: Wednesday, May 17, 2023 10:50 PM  
To: Nuque, Amy <Amy.Nuque@sfmta.com>; junko.laxamana@sfgov.org; amakayan@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy <Amy.Nuque@sfmta.com>; dhr-psccordinator@sfgov.org  
Subject: Receipt of Notice for new PCS over \$100K PSC # 41495 - 22/23

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

RECEIPT for Union Notification for PSC 41495 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41495 - 22/23 for \$500,000 for Initial Request services for the period 10/01/2023 – 10/01/2025. 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/20370> 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

## Nuque, Amy

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**From:** Audrey Garza <agarza@ifpte21.org>  
**Sent:** Friday, June 16, 2023 4:38 PM  
**To:** dhr\_pscordinator@sfgov.org; Garcia, David; Mawhorter, Bree; Nuque, Amy  
**Cc:** Mark Weirick; Katherine General  
**Subject:** PSC MTA: PSC # 41495 - 22/23 (Budget Support, Financial Reconciliation and Procedure Documentation Consulting Services)  
**Attachments:** 05-17-23\_union\_review[46].pdf

EXT

Hello Dave, Bree and Amy,

IPFTE Local 21 reserves our right to object to the request for the above-mentioned and attached Personal Service Contract #41495-22/23.

We are simply preserving the timeline to object to this Personal Service Contract. We would like to continue these discussions further and would like to set up additional time to meet next week.

We appreciate everyone taking the time to meet with us earlier today.

Have a great weekend.

Bests,

Audrey Garza  
Pronouns: she/her/hers  
Representative/Organizer  
IFPTE Local 21  
[agarza@ifpte21.org](mailto:agarza@ifpte21.org)  
Cell: (415) 949-8021

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## Nuque, Amy

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**From:** Audrey Garza <agarza@ifpte21.org>  
**Sent:** Monday, June 12, 2023 3:08 PM  
**To:** Garcia, David; Mark Weirick  
**Cc:** Katherine General; Nuque, Amy  
**Subject:** Re: Request to Meet re: Personal Services Contract Request

EXT

Hi David,

I was out a few days last week and I'm back now. I just want to mention that there was a typo in Mark's email address, and I have replaced it with his correct email address.

The information you are sharing below are functions that existing 1823 & 1824 Admin Analysts perform at MTA.

We would like to know more about this request.  
Please send dates and times to meet.

Bests,

Audrey Garza  
Pronouns: she/her/hers  
Representative/Organizer  
IFPTE Local 21  
[agarza@ifpte21.org](mailto:agarza@ifpte21.org)  
Cell: (415) 949-8021

---

**From:** Garcia, David <David.Garcia@sfmta.com>  
**Date:** Thursday, June 8, 2023 at 8:34 AM  
**To:** Audrey Garza <agarza@ifpte21.org>, mwwirick@ifpte21.org <mwwirick@ifpte21.org>

**Cc:** Katherine General <kgeneral@ifpte21.org>, Nuque, Amy <Amy.Nuque@sfmta.com>

**Subject:** RE: Request to Meet re: Personal Services Contract Request

Hi Audrey (and Mark, in Audrey's absence):

I pursued information regarding the classifications affected by the contracting out request below.

Job code	Budgeted	Vacant	Next Steps
1820	4	4	2 requisitions on budget hold
1822	4	1	Pending Citywide List Certification
1823	8	5	Pending June Interviews
1824	7	1	Pending Citywide List Certification

Please let me know if we can get your support, or reassurance you don't oppose this one-time and specific contracting out request that will go before the CSC.

Thanks so much!

David

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**From:** Garcia, David

**Sent:** Wednesday, June 7, 2023 4:59 PM

**To:** agarza@ifpte21.org

**Cc:** Katherine General <kgeneral@ifpte21.org>; Nuque, Amy <Amy.Nuque@sfmta.com>

**Subject:** Request to Meet re: Personal Services Contract Request

**Importance:** High

Dear Audrey –

MTA's Budget, Financial Projections, and Analysis (BFPA) team would like to contract out consulting services to prepared for the FY24-5 and FY25-6 budget cycle primarily because it has a deficit in operational knowledge for performing budget related projects. The team has also experienced a backlog of financial services and grant administration tasks, such as grants close-outs.

I am currently collecting more information about this request in order to garner union support, or at least an understanding that contracting out these services on a one-time and short-term basis is appropriate. I need to find the number of FTEs and Job codes impacted by this request and will be prepared to share that information before we meet.

The services to request through a personal services contract are: 1) Budget Support and 2) Financial Reconciliation.



### Budget Support

- Analysis of FY18-19 and FY21-22 sources and uses to propose zero-base budget for each Division, analysis should include:
  - budget appropriation versus actual spending;
  - reconciliation of financial systems, including people and pay, to budget appropriation;
  - categorization of expenditure types;
  - analysis of continuing funds to identify active projects and projects that are appropriate to close-out;
  - analysis of manual carry-forward to identify active projects and projects that are appropriate to close-out;
  - comparison of FY18-19 and FY21-22 actuals to identify how changes in transit, taxi, scooter and bike ridership, pedestrian activity, and driving and parking have impacted expenditure;
  - preparation of reports and materials for on-going monitoring of zero-base budget;
  - preparation of reports and materials to knowledge transfer to BFPA and Division staff;

### Financial Reconciliation

- Analysis of purchase orders to identify purchase orders that can be closed;
- Analysis of grant portfolio to compare grant timeline and burn-rate to identify grant funds that should be reallocated or closed-out;
- Analysis of project budget and expenditure by fund source to confirm availability of funds at the fund level for project-funded positions;
- Reconciliation of payroll data to budget to identify corrective action to align labor charges with budgeted positions;

This message is from outside of the SFMTA email system. Please review the email carefully before responding, clicking links, or opening attachments.

# **Additional Attachment(s)**

## MEMORANDUM

**DATE:** June 26, 2023 [For July 17, 2023, Commission Meeting]

**TO:** The Civil Service Commission

**THROUGH:** Kimberly W. Ackerman *KW*  
Chief People Officer, SFMTA

**FROM:** David Garcia *David Garcia*  
Labor Relations Manager, SFMTA

**SUBJECT:** Personal Service Contract No. 41495-22/23

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The San Francisco Municipal Transit Agency (SFMTA) requests the Civil Service Commission schedule its request for PSC No. 41495-22/23 for its meeting on July 17, 2023 even if the SFMTA is still in discussion with the International Federation of Professional & Technical Engineers, Local 21 regarding its request.

## BACKGROUND

The Budget, Financial Projections and Analysis (BFPA) team at SFMTA is responsible for preparing the operating and capital budgets over a two-year cycle. As a result of staff turnover related to leadership transitions, an aging workforce, and the pandemic resulted in a loss of operating budget knowledge, current staff lack the tools and knowledge base to make strategic decisions, address the volume of work, and prepare for the FY24-25 and FY25-26 budget cycle. Therefore, the BFPA team submitted **PSC Request No. 41495-22/23** to contract services to achieve a re-aligned budget analysis process. Contracting out these services will provide staff with the knowledge and document processes required to make strategic decisions daily and complete the FY24-25 budget cycle.

On May 17, 2023, the Agency notified the International Federation of Professional and Technical Engineers, Local 21 (Union or Local 21) about its request to contract out services ordinarily performed by some members in the Management Analyst job series (Job Codes 1823, 1824 and 1825).

On June 7, 2023, the Agency sent a follow-up notice to Local 21 about its request to contract out services ordinarily performed by Job Codes 1823, 1824, and 1825.

On June 16, 2023, the parties met and discussed the contracting out request. Later that day, Local 21 emailed the Agency to reserve its right to object to the request and express their desire to continue discussions.

On June 21, 2023, the parties met and discussed the contracting out request.

On June 22, 2023, the Agency notified Local 21 about edits and comments it received from current job incumbents (Local 21 Members) and that it had incorporated their edits and comments into the scope of work.

As of June 26, 2023, the BFPA team has the following staffing level:

- two (2) vacancies out of seven and a quarter (7.25) budgeted and full-time Principal Analyst Positions (1824);
- five (5) vacancies out of eight (8) budgeted and full-time Senior Analyst Positions (1823); and
- no budgeted and full-time Principal Analyst II Positions (1825).

## **DISCUSSION**

The SFMTA requests to contract out work typically performed by the management analyst job series (Job Codes, 1823, 1824 and 1825). Local 21 initially objected timely to this request (PSC no. 41495-22/23) so it could preserve its objection timeline while still allowing the parties to continue discussing the request. PCS No. 41495-22/23 is docketed for the CSC to ratify and approve the request in its regularly scheduled meeting on July 17, 2023.

The Agency understands that Local 21's objection is based on its belief that the Agency will not fill its vacant positions and that it may very well receive another request from the Agency at the conclusion of this approved PSC contract. Local 21 requests that the Agency commit to filling its vacant positions so that at the end of a two-year PCS contract, the Agency will not need to entertain another request to contract out these services. The Agency can commit to making its best efforts to fill its vacant positions.

Therefore, the SFMTA requests that the Civil Commission approve PSC request No. 41495-22/23 based on SFMTA's commitment that it will undertake its best efforts to fill its vacancies, throughout and after contract performance is complete under an approved PSC No. 41495-22/23. A consequence of a denial from the Commission would lead to the Agency not being able to prepare and complete its FY24-5 and FY25-26 budgets; a continued backlog of financial analysis and grant administration tasks such as grant close-outs; and a delay in position approval, budget adjustments, and contract approval due to a lack of procedures.

## **CONCLUSION**

The SFMTA met its obligations to meet and confer with Local 21 by issuing notice about its request and giving Local 21 a copy of the contract scope, meeting with Local 21 on multiple occasions, and agreeing to update the scope of work to include feedback and edits received from job class incumbents who are Local 21 members.

## **RECOMMENDATION**

Adopt the scope of work and approve the request for proposed personal services contract number 41495-22/23; and notify the Office of the Controller and the Office of Contract Administration.

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**PERSONAL SERVICES CONTRACT SUMMARY**

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**PSC PART 2A- DESCRIPTION OF WORK**

A. Concise description of proposed work. If request for proposal (RFP) is available, please attach:

Contractor to provide budget support, financial reconciliation, and procedure documentation consulting services to the SFMTA's Finance & Information Technology Division's Budget, Financial Projections, and Analysis Section (BFPA). The Contractor shall support BFPA during the budget season, assist in clearing the backlog of financial analysis, and document existing roles, policies and procedures.

**Budget Support:** The Contractor shall conduct an analysis of the SFMTA's FY18-19 and FY21-22 operating budget sources and uses to propose zero-base budgeting for each Division. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Budget Support objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.

- a. **Methodological Approach:** The Contractor shall develop reports, dashboards, and processes and presentations describing a methodological approach for structuring and carrying out the evaluation of the Budget Support tasks. The methodological approach shall be analytical and quantitatively-based, repeatable, and consistent with City-budget and accounting practices.
- b. **Weekly Progress Updates:** The Contractor will draft and submit to the San Francisco Municipal Transportation Agency (SFMTA) Weekly Progress Update reports that demonstrate progress toward project completion on project schedule. Weekly progress updates shall include a review of draft analyses for confirmation of the methodological approach.
- c. **Summary of Findings by Division:** The Contractor will draft and submit to the SFMTA a Summary of Findings by Division report that clearly and concisely present the material described in the Budget Support scope, i.e., budget appropriate versus actual spending, categorization of expenditure types, list of manual carry-forwards to close out, list of projects for close-out.
- d. **Division-Specific Analysis and Recommendations:** The Contractor will draft and submit to the SFMTA a report with Division-specific analysis and recommendations. This report shall clearly and concisely present the material described in the Budget Support scope.
- e. **Knowledge Transfer Reports and Presentations:** The Contractor will draft and submit reports and deliver presentations for each deliverable listed below that will facilitate the transfer of knowledge for on-going analysis and monitoring of a zero-base budget. These materials shall be sufficiently detailed that SFMTA staff can implement repeat analysis on an annual basis.

**Financial Reconciliation:** The Contractor shall conduct the following financial reconciliation analysis services for the SFMTA. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Financial Reconciliation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting with SFMTA staff.

- a. **Purchase Orders Close-Out:** The Contractor shall develop and deliver a list of purchase orders that can be closed permanently to relieve any encumbrances against the identified purchase orders. This list shall be clear, concise and shall allow SFMTA staff to take action to close the identified purchase orders.
- b. **Grant Close-Out and Grant Fund Reallocation:** The Contractor shall develop and deliver a list of grants that should be closed out and grant funds that should be reallocated. This list shall be clear, concise and shall allow SFMTA staff to take action to close the identified grants and the grant funds that should be reallocated.
- c. **Project Close-Out and Project Fund Reallocation:** The Contractor shall develop and deliver a list of projects that should be closed out and funding sources that should be reallocated. This list shall be clear, concise and shall allow SFMTA staff to take action to close the identified projects and the funding sources that should be reallocated.
- d. **Insufficiently Funded Project-Funded Positions:** The Contractor shall develop and deliver a list of project-funded staff positions that are insufficiently funded. This list shall be clear, concise and shall allow SFMTA staff to take action to disapprove further project-funded positions, allow existing project positions to expire, or terminate exiting project positions.

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**PERSONAL SERVICES CONTRACT SUMMARY**

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- e. **Positions that Require Corrective Action:** The Contractor shall develop and deliver a list of staff positions that require corrective action. This list shall include FSP chart fields where position is charging and where position should be charging. This list shall be clear, concise and shall allow SFMTA staff to take the corrective action.

**Policy and Procedure Documentation:** The Contractor shall assist BFPA in developing, documenting and refining BFPA related policies and procedures. The Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the Policy and Procedure Documentation objectives. Each final Deliverable will be presented in the form of a report and presentation given at a meeting or training session with SFMTA staff.

- a. **Position Approval Procedure:** The Contractor shall draft and submit a procedure document for analyzing and approving or rejecting project-funded positions. The procedures document shall be sufficiently detailed to allow SFMTA staff to implement the procedures.
- b. **Project-Funded Position Funding Process:** The Contractor shall draft and submit a process document for annually monitoring availability of funds at the fund level for project-funded positions. The process document shall be sufficiently detailed to allow SFMTA staff to implement the process on an annual basis.
- c. **Position/Contract/Fund Policy and Procedure Manual:** The Contractor shall draft and submit a policy and procedures manual for position approval, contract approval, fund management, and project schedule and burn rate.
- d. **Approval Guidance Document:** The Contractor shall draft and submit a one-page guidance for Divisions for each of the following: position approval, contract approval, and budget requests. The guidance document shall be sufficiently detailed to allow SFMTA staff to implement each process.
- e. **Policy and Procedure Documentation Training:** The Contractor shall provide training by making a presentation to BFPA staff on implementing the processes and policies described above. The selected Contract should prepare one training session for each item above.

# **Modification**

## **Personal Services Contracts**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 46785 - 16/17)

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

Type of Service: Common Use Self Service Passenger Processing System

Funding Source: Capital Funds

PSC Original Approved Amount: \$13,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$13,000,000 PSC Mod#1 Duration: 06/30/22-12/31/25 (3 years 26 weeks)

PSC Mod#2 Amount: \$8,000,000 PSC Mod#2 Duration: 12/31/25-12/31/26 (1 year)

PSC Mod#3 Amount: \$12,000,000 PSC Mod#3 Duration: 12/31/26-12/31/31 (5 years 1 day)

PSC Cumulative Amount Proposed: \$46,000,000 PSC Cumulative Duration Proposed: 14 years 26 weeks

**1. Description of Work**

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

The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system.

The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.

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

The current CUSS system does not provide the capabilities for agent mobility, application flexibility and airport resource management required by the Airport and many airlines. Software application virtualization will allow airlines to access their proprietary applications at workstations, a path the industry is striving for. If this system is not installed, the Airport will be constrained in its ability to efficiently share limited Airport resources such as ticket counters and gates.

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, see original approval for PSC #46785-16/17

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:

Need to extend for the expansion of the common use passenger processing system at the Airport.

**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:

The implementation is a one-time project, and the maintenance will need to be supported by the Contractor.

B. Reason for the request for modification:

Need to add money for the term of the new contract.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Required skills and expertise include the ability to design, develop, engineer and support a CUSS system for a large international airport. Some of the required technical skills are: product management, business analysis, software engineering, software architecture, implementation engineering, system administration, quality assurance, software deployment, testing, and training related to a virtualized CUSS system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 0941, Manager VI;

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.

CUSS Passenger Processing systems are very specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing. These are vendor developed and maintained solutions, and consequently, civil servant staff cannot perform these services.

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 these are specialized proprietary systems that require specific industry expertise to develop and maintain.

**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.  
Training on the administration of the system will be provided to three (3) 0923 staff for approximately 20-40 hours over the duration of the contract.

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, SITA Information Networking Computing USA Inc.

7. **Union Notification:** On 06/12/23, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097, San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46785 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023

# **Receipt of Union Notification(s)**

## Cynthia Avakian (AIR)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Monday, June 12, 2023 5:25 PM  
**To:** Cynthia Avakian (AIR); andrea@sfmea.com; Laxamana, Junko (DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 46785 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$12,000,000 for services for the period December 31, 2026 – December 31, 2031. 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:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F12260&d ata=05%7C01%7Cynthia.avakian%40flysfo.com%7C61716460fd444b9fb27708db6ba4dcfd%7C22d5c2cfce3e443d9a7df cc0231f73f%7C0%7C0%7C638222128055983026%7CUnknown%7CTWFpbGZsb3d8eyJWlJoiMC4wLjAwMDAiLCJQIjoiV2lu MzliLCJBTiI6Iik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=zcgc%2BcrLKi0AcQnL4SVczcNcpCsG9HUzu5jjm% 2F9ZrU%3D&reserved=0>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org staff@sfmea.com Christina@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org andrea@sfmea.com

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 46785 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Common Use Self Service Passenger Processing SystemFunding Source: Capital FundsPSC Original Approved Amount: \$13,000,000PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)PSC Mod#1 Amount: \$13,000,000PSC Mod#1 Duration: 06/30/22-12/31/25 (3 years 26 weeks)PSC Mod#2 Amount: \$8,000,000PSC Mod#2 Duration: 12/31/25-12/31/26 (1 year)PSC Cumulative Amount Proposed: \$34,000,000PSC Cumulative Duration Proposed: 9 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system.

The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.

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

The current CUSS system does not provide the capabilities for agent mobility, application flexibility and airport resource management required by the Airport and many airlines. Software application virtualization will allow airlines to access their proprietary applications at workstations, a path the industry is striving for. If this system is not installed, the Airport will be constrained in its ability to efficiently share limited Airport resources such as ticket counters and gates.

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, see original approval for PSC #46785-16/17

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:

Need to add the cost for the Biometric processing portion of the implementation of the Common Use Passenger Processing System.

## 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:

The implementation is a one-time project, and the maintenance will need to be supported by the Contractor.

B. Reason for the request for modification:

Need to add the cost for the Biometric processing of passengers as part of this project.

## 3. **Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Required skills and expertise include the ability to design, develop, engineer and support a CUSS system for a large international airport. Some of the required technical skills are: product management, business analysis, software engineering, software architecture, implementation engineering, system administration, quality assurance, software deployment, testing, and training related to a virtualized CUSS system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 0941, Manager VI;

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.

CUSS Passenger Processing systems are very specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing. These are vendor developed and maintained solutions, and consequently, civil servant staff cannot perform these services.



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 these are specialized proprietary systems that require specific industry expertise to develop and maintain.

**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.  
Training on the administration of the system will be provided to three (3) 0923 staff for approximately 20-40 hours over the duration of the contract.

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, SITA Information Networking Computing USA Inc.

**7. Union Notification:** On 05/18/20, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097, San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46785 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/05/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 46785 - 16/17)

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

Type of Service: Common Use Self Service Passenger Processing System

Funding Source: Capital Funds

PSC Original Approved Amount: \$13,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$13,000,000 PSC Mod#1 Duration: 06/30/22-12/31/25 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$26,000,000 PSC Cumulative Duration Proposed: 8 years 26 weeks

**1. Description of Work**

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

The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system.

The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.

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

The current CUSS system does not provide the capabilities for agent mobility, application flexibility and airport resource management required by the Airport and many airlines. Software application virtualization will allow airlines to access their proprietary applications at workstations, a path the industry is striving for. If this system is not installed, the Airport will be constrained in its ability to efficiently share limited Airport resources such as ticket counters and gates.

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 46785-16/17

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:

The additional time is needed to align with the resulting contracts.

**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:

The implementation is a one-time project, and the maintenance will need to be supported by the Contractor.

B. Reason for the request for modification:

The CSC approved the original PSC for \$13,000,000. The original amount was based on the Airport's cost estimate for one contract for system replacement and maintenance. Of the original PSC request, \$6,000,000 was estimated for one year of maintenance. Subsequent to the Commission's approval, the Airport re-assessed project needs, and separated the work into three contracts with additional requirements for the systems to be sufficiently flexible, scalable, support new technology changes including cloud base technology, and five years of maintenance support. The resulting three contracts include a total of \$6,800,000 for system replacement and \$19,200,000 for maintenance support for a 5 year period.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Required skills and expertise include the ability to design, develop, engineer and support a CUSS system for a large international airport. Some of the required technical skills are: product management, business analysis, software engineering, software architecture, implementation engineering, system administration, quality assurance, software deployment, testing, and training related to a virtualized CUSS system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 0941, Manager VI;

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.

CUSS Passenger Processing systems are very specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing. These are vendor developed and maintained solutions, and consequently, civil servant staff cannot perform these services.

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 these are specialized proprietary systems that require specific industry expertise to develop and maintain.

**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.  
Training on the administration of the system will be provided to three (3) 0923 staff for approximately 20-40 hours over the duration of the contract.

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, SITA Information Networking Computing USA Inc.

**7. Union Notification:** On 12/04/18, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097, San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46785 - 16/17

DHR Analysis/Recommendation:

01/07/2019

Commission Approval Required

Approved by Civil Service Commission with conditions

01/07/2019 DHR Approved for 01/07/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41183 - 19/20)

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

Type of Service: Intermittent Support of Administration of Client Stabilization Programs

Funding Source: Federal, State and General Fund

PSC Original Approved Amount: \$85,000,000 PSC Original Approved Duration: 07/01/20 - 06/30/25 (5 years).

PSC Mod#1 Amount: \$107,500,000 PSC Mod#1 Duration: 08/22/23-06/30/28 (3 years 1 day).

PSC Cumulative Amount Proposed: \$192,500,000 PSC Cumulative Duration Proposed: 8 years 1 day.

**1. Description of Work**

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

Contractor will provide check writing services for the Department's Behavioral Health Services (BHS) to enable the Department to provide the following services: Residential Care Facility services ('mom-and-pop' board and care homes); reimbursement to out-of-county mental health service providers when children and adolescents are placed outside of San Francisco; intermittent and as-needed reimbursements of providers who are members of the San Francisco Mental Health Plan's Private Provider Network (PPN); provision of wraparound services (occasional food, tutoring, and other services) for children and adolescents served in San Francisco; assistance with client stabilization in emergency housing, as needed; support of the Parent Institute's trainings, and other as-needed services such as one-time or limited consultation related to the needs of clients with mental health issues and/or substance use disorder diagnoses, as well as as-needed treatment related to eating disorders at Psychiatric Emergency.

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

As the County's mental health agency, the Department of Public Health (DPH) is responsible for the protection and promotion of the health of all San Franciscans, which includes providing safety net health services to residents who need it and fulfilling State and County requirements to provide mental health and substance use disorder treatment services necessary to stabilize clients at the lowest level of care possible. The services reimbursed through this contract are primarily those where the Department requires the service capacity that is only available through multiple small vendors, where these vendors lack capacity to enter into City agreements, (e.g., reimbursement of residential facility board-and-care homes, emergency housing stabilization rooms and related expenses), or the service required is for one-time or limited-time (e.g., reimbursement for a single-patient out-of-State hospitalization) and an emergent need that may require immediate reimbursement (e.g., client supplies). These services enable stabilization of mental health and elderly clients with mental health issues. If unavailable, they would be detrimental to the Department's ability to achieve client stability, or to provide timely reimbursement to small and/or often nonprofit businesses. The Department is able to obtain these services through the reimbursement mechanism in the contract covered by this PSC.

**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.**

Services have been provided in the past through earlier PSC request. See 41183 - 19/20

**D. Will the contract(s) be renewed?**

Yes, if funding is available.

**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 Department expects the need for these services to continue.

**2. Reason(s) for the Request**

A. Display all that apply

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

Explain the qualifying circumstances:

The Department does not currently have the additional resources to perform these services.

B. Reason for the request for modification:

Extend the duration to align with the anticipated contract term stated in the RFP and increase the amount to align with the approved contract term.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Provider must have appropriate experience to provide responsible, compliant, and responsive check-writing services and meet all reporting requirements.

B. Which, if any, civil service class(es) normally perform(s) this work? 1650, Accountant I; 1652, Accountant II; 1654, Accountant III; 1657, Accountant IV;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract under this PSC, for check-writing and reimbursement enables contractors serving clients/patients to provide services in licensed and approved facilities in the community, and supports the City's work to stabilize clients in housing and to help children, adolescents and their families to address their intermittent needs with wraparound services.

**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 not applicable due to the nature of the payments required. The reimbursement to the contractor currently providing these services is equal to approximately \$70,000 annually which is equal to the value of the per-check rate multiplied by all of the checks written in a given fiscal year. The rest of the funding in the PSC is utilized for reimbursements for the actual services provided in the categories identified above.

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. The funding paid to the vendor for the administrative services is less than the value of 1.0 Full Time Equivalent. Additionally, the services paid by the administrative services provider are not services that the Department has the capacity or funding to bring into civil service, for example, when the contractor pays for emergency housing to a hotel owner through the contract under this PSC. It would not be feasible for the Department to purchase and operate the hotel where the client is placed.

**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.  
The contractor will not be training civil service employees.

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 06/20/23, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Room, 421b, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41183 - 19/20

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 07/17/2023

Civil Service Commission Action:

# **Receipt of Union Notification(s)**



Receipt of Modification Request to PSC # 41183 - 19/20 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Tue 6/20/2023 2:21 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$107,500,000 for services for the period August 22, 2023 – June 30, 2028. 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/20701>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ewallace@ifpte21.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Intermittent Support of Administration of Client Stabilization Programs

Funding Source: Federal, State and General Fund

PSC Duration: 5 years

PSC Amount: \$85,000,000

**1. Description of Work**

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

Contractor will provide check writing services for the Department's Behavioral Health Services (BHS) to enable the Department to provide the following services: Residential Care Facility services ("mom-and-pop" board and care homes); reimbursement to out-of-county mental health service providers when children and adolescents are placed outside of San Francisco; intermittent and as-needed reimbursements of providers who are members of the San Francisco Mental Health Plan's Private Provider Network (PPN); provision of wraparound services (occasional food, tutoring, and other services) for children and adolescents served in San Francisco; assistance with client stabilization in emergency housing, as needed; support of the Parent Institute's trainings, and other as-needed services such as one-time or limited consultation related to the needs of clients with mental health issues and/or substance use disorder diagnoses, as well as as-needed treatment related to eating disorders at Psychiatric Emergency.

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

As the County's mental health agency, the Department of Public Health (DPH) is responsible for the protection and promotion of the health of all San Franciscans, which includes providing safety net health services to residents who need it and fulfilling State and County requirements to provide mental health and substance use disorder treatment services necessary to stabilize clients at the lowest level of care possible. The services reimbursed through this contract are primarily those where the Department requires the service capacity that is only available through multiple small vendors, where these vendors lack capacity to enter into City agreements, (e.g., reimbursement of residential facility board-and-care homes, emergency housing stabilization rooms and related expenses), or the service required is for one-time or limited-time (e.g., reimbursement for a single-patient out-of-State hospitalization) and an emergent need that may require immediate reimbursement (e.g., client supplies). These services enable stabilization of mental health and elderly clients with mental health issues. If unavailable, they would be detrimental to the Department's ability to achieve client stability, or to provide timely reimbursement to small and/or often nonprofit businesses. The Department is able to obtain these services through the reimbursement mechanism in the contract covered by this PSC.

**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 was previously approved under PSC 2011-08/09.

**D. Will the contract(s) be renewed?**

Yes, if funding is available.

**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 Department expects the need for these services to continue.

**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 Department does not currently have the additional resources to perform these services.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Provider must have appropriate experience to provide responsible, compliant, and responsive check-writing services and meet all reporting requirements.

B. Which, if any, civil service class(es) normally perform(s) this work? 1650, Accountant I; 1652, Accountant II; 1654, Accountant III; 1657, Accountant IV;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract under this PSC, for check-writing and reimbursement enables contractors serving clients/patients to provide services in licensed and approved facilities in the community, and supports the City's work to stabilize clients in housing and to help children, adolescents and their families to address their intermittent needs with wraparound services.

**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 not applicable due to the nature of the payments required. The reimbursement to the contractor currently providing these services is equal to approximately \$70,000 annually which is equal to the value of the per-check rate multiplied by all of the checks written in a given fiscal year. The rest of the funding in the PSC is utilized for reimbursements for the actual services provided in the categories identified above.

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. The funding paid to the vendor for the administrative services is less than the value of 1.0 Full Time Equivalent. Additionally, the services paid by the administrative services provider are not services that the Department has the capacity or funding to bring into civil service, for example, when the contractor pays for emergency housing to a hotel owner through the contract under this PSC. It would not be feasible for the Department to purchase and operate the hotel where the client is placed.

**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. The contractor will not be training civil service employees.

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 12/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Room, 421b San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41183 - 19/20

DHR Analysis/Recommendation:

action date: 02/03/2020

Commission Approval Required

Approved by Civil Service Commission

02/03/2020 DHR Approved for 02/03/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 44553 - 16/17)

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

Type of Service: Sewer System Improvement Program Construction Management Services (PRO.0026,27,28,68,104)

Funding Source: SSIP Funded

PSC Original Approved Amount: \$67,000,000 PSC Original Approved Duration: 03/01/17 - 11/01/25 (8 years 35 weeks)

PSC Mod#1 Amount: \$25,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$7,000,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$10,000,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \$12,000,000 PSC Mod#4 Duration: 03/22/23-04/22/23 (0 sec)

PSC Mod#5 Amount: no amount added PSC Mod#5 Duration: 06/12/23-06/30/28 (5 years 10 weeks)

PSC Cumulative Amount Proposed: \$121,000,000 PSC Cumulative Duration Proposed: 11 years 17 weeks

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) contracts ranging from \$15 million to \$35 million each to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on various Sewer System Improvement Program (SSIP) projects. These additional CM services will support existing staff on various SSIP projects including construction of the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) as well as major improvements and upgrades at other various wastewater treatment facilities. Additionally, as-needed CM staff may be required to support the SFPUC's Construction Management Bureau's organizational effort and may, for example, include adding on a short-term basis, Construction Engineer(s), Inspector(s), Safety Manager(s), and Cost Estimator(s).

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

The SFPUC does not have the staff resources to perform all of the required work nor could enough current staff be transferred from other City departments, e.g., SF Public Works. Additionally, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of these projects, thus increasing the overall likelihood of inadequate performance on SSIP projects, which comprise a multi-billion dollar capital improvement program.

**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.**

Services have been provided in the past through earlier PSC request. See 44553 - 16/17

**D. Will the contract(s) be renewed?**

No.

**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 construction of the SSIP projects will span a time period of approximately eight (8) years and eight (8) months. This duration is due in large part to the sequencing of the construction work since the footprint for all of these construction projects is confined primarily to the wastewater treatment facilities located in San Francisco. In short, there is a large volume of construction work to be completed in a very small work area. Consequently, the as-needed CM services will be required throughout this entire construction duration.

**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:

The work under this contract requires specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities.

B. Reason for the request for modification:

Extend PSC duration to allow for continued services

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Construction management skills include pre-construction services, contract administration, inspection services, contracts management, and project controls with expertise in the CM/GC project delivery method and in wastewater treatment facility construction including: contractor means and methods, safety regulations, water quality standards, system shutdowns and start-up procedures, equipment and performance testing, compliance with latest building codes, and claims expertise. These specialized skills and knowledge are essential for maintaining treatment plant operations and service to the customers during the overall SSIP construction period.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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.  
Current civil service classes are not applicable because they do not have the specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities, which are not the kind of projects these classes were set up to handle. Construction Engineers and Inspectors are needed to perform construction management work for SSIP projects, but this level of resources is not a long-term need that would warrant the hiring of new SFPUC personnel.
- 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: The specialized needs of construction management for SSIP projects, e.g., performance testing and start-up activities of wastewater treatment facilities, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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.  
Training will not be provided. However, the SFPUC has previously used resources from SF Public Works to support the operation, maintenance, and repair of its existing wastewater treatment facilities. As such, the SFPUC and SF Public Works will continue to partner, but on a larger scale, by augmenting existing CM staff resources to meet the specialized needs and peak workload demands of the SSIP construction projects.
- 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.  
HDR Engineering (PRO.0028)

7. **Union Notification:** On 06/12/23, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44553 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/17/2023



# **Receipt of Union Notification(s)**

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgov.org](mailto:shale@sfgov.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Jackson, Shamica](mailto:Jackson,Shamica); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Modification Request to PSC # 44553 - 16/17 - MODIFICATIONS  
**Date:** Monday, June 12, 2023 3:18:34 PM

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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.

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period June 12, 2023 – June 30, 2028. 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/10355>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com) [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org) [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org)  
[junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 44553 - 16/17)

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

Type of Service: Sewer System Improvement Program Construction Management Services (PRO.0026,27,28,68,104)

Funding Source: SSIP Funded

PSC Original Approved Amount: \$67,000,000 PSC Original Approved Duration: 03/01/17 - 11/01/25 (8 years 35 weeks)

PSC Mod#1 Amount: \$25,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$7,000,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$10,000,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \$12,000,000 PSC Mod#4 Duration: 03/22/23-04/22/23 (0 sec)

PSC Cumulative Amount Proposed: \$121,000,000 PSC Cumulative Duration Proposed: 6 years 7 weeks

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) contracts ranging from \$15 million to \$35 million each to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on various SSIP projects including construction of the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) as well as major improvements and upgrades at other various wastewater treatment facilities. Additionally, as-needed CM staff may be required to support the SFPUC's Construction Management Bureau's organizational effort and may, for example, include adding on a short-term basis, Construction Engineer(s), Inspector(s), Safety Manager(s), and Cost Estimator(s).

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

The SFPUC does not have the staff resources to perform all of the required work nor could enough current staff be transferred from other City departments, e.g., SF Public Works. Additionally, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of these projects, thus increasing the overall likelihood of inadequate performance on SSIP projects, which comprise a multi-billion dollar capital improvement program.

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.

Services have been provided in the past through earlier PSC request. See 44553 - 16/17

D. Will the contract(s) be renewed?

No.

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 construction of the SSIP projects will span a time period of approximately eight (8) years and eight (8) months. This duration is due in large part to the sequencing of the construction work since the footprint for all of these construction projects is confined primarily to the wastewater treatment facilities located in San Francisco. In short, there is a large volume of construction work to be completed in a very small work area. Consequently, the as-needed CM services will be required throughout this entire construction duration.

**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:

The work under this contract requires specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities.

**B. Reason for the request for modification:**

The San Francisco Public Utilities Commission (SFPUC) intends to amend PRO.0104 to continue to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on the Sewer System Improvement Program (SSIP). SSIP projects include constructing the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) and major improvements and upgrades at various wastewater treatment facilities. The SFPUC does not have the resources to perform the required work, nor could enough current staff be transferred from other City departments, e.g., SF Public Works. Additionally, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. Due to the amount of construction work, especially surrounding the Southeast plant region, the scope of work for this contract expanded to support the Contractors Assistance Center (CAC), a community-based resource center established to mentor and train LBEs on effective business leadership, including contract bidding/procurement, financial forecasting, marketing, project management, and other technical aspects necessary to pursue City contracts. As a result, seven sub-consultants were onboarded at varying points during the contract to provide this level of community-based support. In addition, scopes of services were also included to provide plantwide electrical inspection and administration support through the Power Feed & Switchgear and Distributed Systems Controls Projects, two critical SEP projects that are essential to the completion, commissioning, and start-up of the New Headworks and Biosolids facilities which are currently under construction. Due to the need for this required support, three Electrical Inspectors and an Office Engineer were onboarded to provide these support services. Furthermore, as the SEP projects transitioned from programmatic (planning and design) support under SSIP CS-165 to construction, the scope for SEP-CM PRO.0104 Contract Management support also transitioned to reflect the emerging needs. This work included Contract Administration and Project Controls to support the ongoing construction. Lastly, to ensure construction Safety Management and Supplier Quality Surveillance (SQS) practices are consistent with all treatment plant projects within the SSIP, limited safety, and SQS support services were provided to the Oceanside Treatment Plant, North Shore Pump Station, and Westside Pump Stations projects. The addition of contract scope for these construction support services consequently increased annual expenditures. Therefore, in advance of a future replacement contract, additional capacity is required to continue providing ongoing SEP CM services.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Construction management skills include pre-construction services, contract administration, inspection services, contracts management, and project controls with expertise in the CM/GC project delivery method and in wastewater treatment facility construction including: contractor means and methods, safety regulations, water quality standards, system shutdowns and start-up procedures, equipment and performance testing, compliance with latest building codes, and claims expertise. These specialized skills and knowledge are essential for maintaining treatment plant operations and service to the customers during the overall SSIP construction period.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;

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.

Current civil service classes are not applicable because they do not have the specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities, which are not the kind of projects these classes were set up to handle. Construction Engineers and Inspectors are needed to perform construction management work for SSIP projects, but this level of resources is not a long-term need that would warrant the hiring of new SFPUC personnel.

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: The specialized needs of construction management for SSIP projects, e.g., performance testing and start-up activities of wastewater treatment facilities, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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.  
Training will not be provided. However, the SFPUC has previously used resources from SF Public Works to support the operation, maintenance, and repair of its existing wastewater treatment facilities. As such, the SFPUC and SF Public Works will continue to partner, but on a larger scale, by augmenting existing CM staff resources to meet the specialized needs and peak workload demands of the SSIP construction projects.
- 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.  
HDR Engineering (PRO.0028)

**7. Union Notification:** On 03/22/23, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44553 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/03/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 44553 - 16/17)

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

Type of Service: Sewer System Improvement Program Construction Management Services (PRO.0026,27,28,68,104)

Funding Source: SSIP Funded

PSC Original Approved Amount: \$67,000,000 PSC Original Approved Duration: 03/01/17 - 11/01/25 (8 years 35 weeks)

PSC Mod#1 Amount: \$25,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$7,000,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$10,000,000 PSC Mod#3 Duration: no duration added

PSC Cumulative Amount Proposed: \$109,000,000 PSC Cumulative Duration Proposed: 8 years 35 weeks

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) contracts ranging from \$15 million to \$35 million each to provide professional construction management (CM) services on an as-needed basis to support SFPUC staff on various Sewer System Improvement Program (SSIP) projects. These additional CM services will support existing staff on various SSIP projects including construction of the new headworks and biosolids digester facilities at the Southeast Water Pollution Control Plant (SEP) as well as major improvements and upgrades at other various wastewater treatment facilities. Additionally, as-needed CM staff may be required to support the SFPUC's Construction Management Bureau's organizational effort and may, for example, include adding on a short-term basis, Construction Engineer(s), Inspector(s), Safety Manager(s), and Cost Estimator(s).

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

The SFPUC does not have the staff resources to perform all of the required work nor could enough current staff be transferred from other City departments, e.g., SF Public Works. Additionally, no new hires could be added to meet the timing and/or requirements of the limited duration and specialized expertise for this proposed work effort. If denied, there would not be adequate staff and the necessary CM expertise to manage the construction of these projects, thus increasing the overall likelihood of inadequate performance on SSIP projects, which comprise a multi-billion dollar capital improvement program.

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.

Services have been provided in the past through earlier PSC request. See 44553 - 16/17

D. Will the contract(s) be renewed?

No.

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 construction of the SSIP projects will span a time period of approximately eight (8) years and eight (8) months. This duration is due in large part to the sequencing of the construction work since the footprint for all of these construction projects is confined primarily to the wastewater treatment facilities located in San Francisco. In short, there is a large volume of construction work to be completed in a very small work area. Consequently, the as-needed CM services will be required throughout this entire construction duration.

**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:

The work under this contract requires specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities.

**B. Reason for the request for modification:**

This PSC is related to SFPUC, Sewer System Improvement Program (SSIP), Construction Management Services. Under this PSC, four (4) contracts have been awarded, PRO.0027, PRO.0028, PRO.0068 and PRO.0104. The original award amount was \$67M, and to date, there have been two (2) modifications for a revised amount of \$99M. The following reflects the current approved amounts for the respective contracts: PRO.0027, Southeast Community Center @ 1550 Evans (\$5M) PRO.0028, New Headworks Facility Construction Management Staff Augmentation Services (\$17M) PRO.0068, Biosolids Digester Facility Construction Management Staff Augmentation Services (\$42M) PRO.0104, Southeast Plant Construction Management Services (\$35M) Modification No.3 (\$10M) is being requested is related to PRO.0028, New Headworks Facility Construction Management Staff Augmentation Services. These services provide Construction Management (CM) services for a new 250 million gallons per day (MGD) Headworks facility at the Southeast Water Pollution Control Plant (SEP). The Headworks is the first treatment process in the liquid wastewater stream and contains the critical solids removal equipment such as the fine screens, grit removal, and odor control systems. Upgrading these systems will improve the downstream treatment. The CM services requested under this modification reflects the increased level of effort needed to support the project through final completion. The increased level of effort is due to changes in project scope and schedule. The increased level of effort is summarized below: • Addition of a Special Inspector to cover the Contractor's planned multiple work shifts. • Addition of an Office Engineer to assist with the multiple work scopes. • Addition of an Assistant Field Contract Administrator to support the increased CM/GC contract administration. • Addition of as-needed material testing services • Addition of inspector overtime based on the Contractor's planned multiple work shifts.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Construction management skills include pre-construction services, contract administration, inspection services, contracts management, and project controls with expertise in the CM/GC project delivery method and in wastewater treatment facility construction including: contractor means and methods, safety regulations, water quality standards, system shutdowns and start-up procedures, equipment and performance testing, compliance with latest building codes, and claims expertise. These specialized skills and knowledge are essential for maintaining treatment plant operations and service to the customers during the overall SSIP construction period.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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.  
Current civil service classes are not applicable because they do not have the specialized experience and knowledge to adequately manage the construction associated with large, complex wastewater treatment facilities, which are not the kind of projects these classes were set up to handle. Construction Engineers and Inspectors are needed to perform construction management work for SSIP projects, but this level of resources is not a long-term need that would warrant the hiring of new SFPUC personnel.
- 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: The specialized needs of construction management for SSIP projects, e.g., performance testing and start-up activities of wastewater treatment facilities, are not consistent or long enough in duration to make it feasible to adopt a new civil service class.

**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.  
Training will not be provided. However, the SFPUC has previously used resources from SF Public Works to support the operation, maintenance, and repair of its existing wastewater treatment facilities. As such, the SFPUC and SF Public



Works will continue to partner, but on a larger scale, by augmenting existing CM staff resources to meet the specialized needs and peak workload demands of the SSIP construction projects.

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.  
HDR Engineering (PRO.0028)

7. **Union Notification:** On 08/17/20, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44553 - 16/17

DHR Analysis/Recommendation:

09/21/2020

Commission Approval Required

Approved by Civil Service Commission

09/21/2020 DHR Approved for 09/21/2020