

THIS PRINT COVERS CALENDAR ITEM NO.: 13B

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute the First Amendment to Contract No. SFMTA-2023-09 with the San Francisco African American Arts & Cultural District (SFAAACD) to support outreach, lead a youth-led community tour program, and oversee Community Congress for the Bayview-Hunters Point neighborhood as part of the "Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility" Program, increasing the amount by \$224,670, for a total contract amount not to exceed \$360,070, and extending the term by 19 months through January 15, 2028.



SUMMARY:

- In 2020, the SFMTA was awarded \$10,569,100 from the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant program for the "Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility" program.
- The program was developed in response to feedback received through the 2020 SFMTA Bayview Community-Based Transportation Plan.
- The CARB STEP grant funds shuttle operations, street improvements, workforce development, the Transportation Resource Center (TRC), and the Community Congress.
- On February 1, 2023, the SFMTA finalized a contract with SFAAACD to attend meetings, engage community residents, and to promote the shuttle after its launch.
- On March 13, 2026, CARB approved an amendment extending the grant term and funding through November 30, 2027. The SFAAACD contract expires on June 30, 2026.
- CARB requires support for workforce development as part of the STEP grant.
- The First Amendment to the SFAAACD contract would extend the contract term through January 15, 2028, and increase the amount by \$224,670. It includes the original scope and adds two additional elements: facilitating quarterly Community Congress meetings and leading a youth-led community tour program through the extension term.

ENCLOSURES:

1. SFMTAB Resolution
2. First Amendment to Contract No. 2023-09 with San Francisco African American Arts & Cultural District

APPROVALS:

	DATE
DIRECTOR 	<u>April 16, 2026</u>
SECRETARY 	<u>April 16, 2026</u>

ASSIGNED SFMTAB CALENDAR DATE: April 21, 2026

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PURPOSE

Authorizing the Director of Transportation to execute the First Amendment to Contract No. SFMTA-2023-09 with the San Francisco African American Arts & Cultural District (SFAACD) to support outreach efforts, design and lead a youth-led community tour program, and oversee Community Congress for the Bayview-Hunters Point neighborhood as part of the “Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility” Program, increasing the amount by \$224,670, for a total contract amount not to exceed \$360,070, and extending the term by 19 months through January 15, 2028.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following SFMTA Strategic Plan Goals and Objectives:

Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized communities.

Goal 7: Build stronger relationships with stakeholders.

This action also supports the city’s Transit First Policy with the following principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility Background

“Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility” is a grant-funded program designed to provide community shuttle service, workforce development opportunities, transportation resources, and community oversight in the Bayview–Hunters Point neighborhood.

The Bayview Shuttle is one of five program elements funded through the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant. The shuttle operates as a pilot, on-demand service providing trips within the Bayview–Hunters Point neighborhood and to designated external destinations, including 24th Street BART, 22nd

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Street and Bayshore Caltrain Stations, and Zuckerberg San Francisco General Hospital.

Since launching in November 2024, the Bayview Shuttle has experienced significant growth in ridership. Average daily ridership increased from 83 rides per day in December 2024, the first full month of service, to 197 rides per day in February 2026. Rider satisfaction remained consistently high, with an average rating of 4.9 out of 5.0 throughout the service period.

This project reflects the SFMTA's acknowledgement of historic disinvestment in the Bayview–Hunters Point community and longstanding gaps in transit connectivity for a geographically isolated neighborhood. In response to community priorities identified through outreach conducted as part of the Bayview Community-Based Transportation Plan, the SFMTA pursued and secured CARB STEP grant funding, with a community shuttle identified as a top transportation priority.

The original grant term expired on March 31, 2026. On March 13, 2026, CARB approved an amendment extending the grant term and funding for shuttle operations and supportive activities through **November 30, 2027**. In addition to shuttle operations, the CARB STEP grant funds the following program elements:

- Street safety improvements
- Workforce development
- Transportation Resource Center
- Community Congress

Together, these elements support the program's overarching goals, which were developed collaboratively with the community:

- Improve Community Mobility: Connect residents to critical destinations, especially those most geographically isolated or those most vulnerable to transportation challenges.
- Improve Community Health & Reduce Emissions: Reduce automobile reliance and emissions in a community with a long history of emissions-based chronic health conditions. Reduce stress through more mobility options that fit trip needs. Support city-adopted Climate Action goals.
- Invest in the Community and Create Jobs: Create sustainable opportunities for employment and wealth-building to complement transportation solutions.
- Connect Residents to Transportation Solutions: Increase resident awareness of all the transportation services available to them and increase enrollment in free or reduced-cost Muni pass programs.
- Support and Supplement Existing Transit Services: Use the community shuttle to supplement existing Muni service, never to replace it. Use ridership data from the community shuttle to improve Muni effectiveness in the future.
- Build Community Relationships & Ensure Community Control: Maintaining trust with the community is critical. The program team will hold regular meetings in Bayview-

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Hunters Point to encourage resident participation, to demonstrate transparency, and to ensure accountability.

Contract with San Francisco African American Arts & Cultural District

The San Francisco African American Arts & Cultural District (SFAAACD) has been deeply involved in the development and implementation of the “Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility” Program.

In August 2020, the SFAAACD provided a letter of support on behalf of the SFMTA for the STEP grant application, building off previous collaborations with the SFMTA during the development of the Bayview Community-Based Transportation Plan. Helping craft the vision statement and partnership structure for the program, the SFAAACD played a critical role in ensuring that the program was designed specifically to the needs and wants of the community.

Identified as a sub-applicant in the initial CARB grant and the later amendment, the SFAAACD contract was signed February 1, 2023. Since then, the SFAAACD engaged community residents to receive direct feedback on the design of the service and to promote the shuttle after its launch. The SFAAACD planned and conducted 13 outreach events that built awareness of the Bayview Community Shuttle and celebrated the rich history of Bayview Hunter's Point.

Proposed Contract Amendment

To support continued implementation through the extended CARB STEP grant term, SFMTA staff propose a First Amendment to the SFAAACD contract. The amendment aligns with and is expressly consistent with CARB’s grant amendment extending the program funding through November 30, 2027, and with grant conditions requiring ongoing community engagement, community oversight, and revised workforce development programming. The contract closeout period would extend through January 15, 2028, to allow for final reporting and administrative closure.

Scope of Work under the First Amendment:

1. **Grant Administration:** SFAAACD participation in Bayview Community Shuttle committee meetings and completion of required quarterly reporting to CARB.
2. **Outreach Activities:** Planning and conducting **three** community outreach events during the extension period (April 2026–November 2027), with accompanying summary evaluation reports.
3. **Youth-led program:** Designing and launching a youth intern program that allows community youth to plan, promote, and lead community tours using the community shuttle
4. **Community Congress:** Convening and facilitating quarterly Community Congress

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meetings with a 15-person delegate body of community stakeholders to provide oversight and make decisions on key service design changes

This First Amendment maintains alignment with CARB STEP grant requirements, ensures continuity of community-facing services through the extended grant term, and supports an orderly contract closeout consistent with the amended grant schedule

STAKEHOLDER ENGAGEMENT

The Bayview Community Shuttle came directly from feedback heard during both the 2018 SFCTA District 10 Mobility Management Study and the 2020 SFMTA Bayview Community Based Transportation Plan (CBTP). Through both the pre- and post-launch periods, Bayview-Hunter's Point residents were engaged to provide feedback which directly influenced the design and later improvements to the shuttle.

The Bayview Community Shuttle in collaboration with community partners like SFAAACD represents part of the SFMTA's continuing efforts to address the impacts in Bayview-Hunters Point of decades of structural and institutional racism. The program has been community-driven from its outset and will continue to center the needs, voices, and priorities of the residents of Bayview-Hunters Point throughout its implementation.

After hearing strong support from community members to pursue an extension, SFMTA staff met with community stakeholders to review the grant and proposals. CARB provided early feedback recommending that the project team strengthen the workforce development elements of the project and continue successful efforts to involve the community. In meetings with project committees in July-August 2025, SFMTA staff reviewed different proposals for new workforce development programs that could be supported through the extension period. A proposal highlighting a community youth tour program sparked excitement from community partners and members. The SFMTA continued to garner feedback from community during quarterly Community Congress meetings.

ALTERNATIVES CONSIDERED

One alternative to amending the SFAAACD contract is procuring a new community-based partner to perform the outreach, engagement, youth-led program, and oversight of the Community Congress functions supported under the CARB STEP grant. However, this alternative would require time to conduct a new procurement and onboard a new contractor, creating a risk of service gaps and disrupting the established community relationships. Because CARB places a strong emphasis on sustained community partnerships as part of the STEP program, and transitioning to a new partner could jeopardize grant compliance and undermine community trust.

The SFAAACD is uniquely positioned to celebrate the legacy of San Francisco's African

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American Arts & Cultural District. As an organization with deep roots in Bayview-Hunters Point that aims to preserve, strengthen, and promote the cultural assets and diversity of Bayview-Hunter's Point, the SFAAACD brings established trust, mission-driven work, and community knowledge that directly support CARB STEP grant objectives. Staff do not recommend procuring a new partner for the extension period.

Another alternative would be to transition these activities to city staff. However, funding for the program beyond the grant expiration in March 2028 remains uncertain and establishing new civil service positions or programs for a limited-term, grant-funded service is not practical. There are no current plans to transition these functions in-house at the conclusion of the grant term.

For these reasons, staff determined that amending the existing contract with the SFAAACD is the most effective approach to ensure continuity of services, maintain compliance with CARB grant requirements, and support successful implementation of the program through the extended grant term.

FUNDING IMPACT

The funds for the Bayview-Hunter's Point Equitably Mobility Program are from the Sustainable Transportation Equity Projects grant (\$10,569,100). On June 21, 2022, the SFMTA Board of Directors approved acceptance of \$10,569,100 in grant funding from the CARB STEP (Resolution No. 220621056). This grant fully funds the Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility program, including the proposed contract amendment with SFAAACD.

Per the terms of the CARB grant agreement, the funds must be spent by March 31, 2028, and any unused funds will revert to CARB.

ENVIRONMENTAL REVIEW

The proposed Bayview Community Shuttle Program is subject to the California Environmental Quality Act (CEQA).

CEQA provides a statutory exemption from environmental review under California Public Resources Code section 21080(b)(10) for a project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities. For purposes of this paragraph, "highway" shall have the same meaning as defined in Section 360 of the Vehicle Code, which includes "streets".

On April 20, 2022, the SFMTA, under authority delegated by the San Francisco Planning Department, (Case Number 2022-002952ENV) determined that the proposed Bayview Community Shuttle Program is statutorily exempt from environmental review under California Public Resources Code section 21080(b)(10). Authorizing the Director of Transportation to

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execute the First Amendment to Contract No. SFMTA-2023-09 with the San Francisco African American Arts & Cultural District (SFAACD) would not result in a direct or reasonably foreseeable indirect physical change to the environment beyond the scope analyzed in the statutory exemption.

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and may be found in the records of the Planning Department by Case Number at <https://sfplanninggis.org/pim/> or 49 South Van Ness Avenue, Suite 1400 in San Francisco, and are incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The SFMTA Contract Compliance Office has approved this procurement.

On August 24, 2022, the City's Contract Monitoring Division approved a Chapter 14B Local Enterprise (LBE) waiver for the sole source contract.

The Civil Service Commission approved this personal services contract under PSC # 49911-22/23 on May 15, 2023.

The City Attorney has reviewed this calendar item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute the First Amendment to Contract No. SFMTA-2023-09 with San Francisco African American Arts & Cultural District (SFAACD) to support outreach, lead a youth-led community tour program, and oversee Community Congress for the Bayview-Hunters Point neighborhood as part of the "Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility" Program, increasing the amount by \$224,670 for a total amount not to exceed \$360,070, and extending the term by 19 months through January 15, 2028.

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS**

RESOLUTION No. _____

WHEREAS, In 2020, the SFMTA applied for and was awarded \$10,569,100 from the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant for the "Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility" program (Program); and,

WHEREAS, The Program was developed in response to community feedback received through the 2018 San Francisco County Transportation Authority District 10 Mobility Management Study and the 2020 SFMTA Bayview Community-Based Transportation Plan; and,

WHEREAS, The CARB STEP grant funds the Program's Bayview Shuttle operations, street safety improvements, workforce development, the Transportation Resource Center, and administration of the Community Congress; and,

WHEREAS, On February 1, 2023, the SFMTA executed Contract No. SFMTA-2023-09 (Contract) with the San Francisco African American Arts & Cultural District (SFAAACD) to participate in the Program's project committee meetings, engage residents for service design feedback, and promote the Bayview Community Shuttle following its launch; and,

WHEREAS, The original CARB STEP grant term expired on March 31, 2026, and on March 13, 2026, CARB approved an amendment extending program funding through November 30, 2027; and,

WHEREAS, The SFAAACD Contract is currently set to expire on June 30, 2026; and,

WHEREAS, CARB requires ongoing community engagement, continued operation of the Community Congress, and workforce development programming as conditions of the STEP grant; and,

WHEREAS, SFAAACD has been a key community partner since the inception of the Program, has supported community outreach, and has successfully promoted and supported the Bayview Shuttle through events, engagement, and youth-focused activities; and,

WHEREAS, The First Amendment to the SFAAACD Contract would extend the term through January 15, 2028, increase the contract amount by \$224,670 for a total not-to-exceed amount of \$360,070, and expand SFAAACD's responsibilities to include: (a) planning, administering, and facilitating quarterly Community Congress meetings; (b) designing,

launching, and leading a youth-led community tour program using the Bayview Shuttle; and
(c) continuing community outreach and participation in Program reporting requirements; and,

WHEREAS, The SFMTA Board previously approved participation in the CARB STEP Program on June 21, 2022 (Resolution No. 220621-056); and,

WHEREAS, The proposed Bayview Community Shuttle Program is subject to the California Environmental Quality Act (CEQA); CEQA provides a statutory exemption from environmental review under California Public Resources Code section 21080(b)(10) for a project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities. For purposes of this paragraph, "highway" shall have the same meaning as defined in Section 360 of the Vehicle Code, which includes "streets"; and,

WHEREAS, On April 20, 2022, the SFMTA, under authority delegated by the Planning Department, determined (Case Number 2022-002952ENV) that the Bayview Community Shuttle Program is statutorily exempt from CEQA under California Public Resources Code Sections 21080(b)(10); and,

WHEREAS, Authorizing the Director of Transportation to execute the First Amendment to Contract No. SFMTA-2023-09 with the San Francisco African American Arts & Cultural District (SFAAACD) would not result in a direct or reasonably foreseeable indirect physical change to the environment beyond the scope analyzed in the statutory exemption; and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and may be found in the records of the Planning Department by Case Number at <https://sfplanninggis.org/pim/> or 49 South Van Ness Avenue, Suite 1400 in San Francisco, and are incorporated herein by reference; therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board authorizes the Director of Transportation to execute the First Amendment to Contract No. SFMTA-2023-09 with the San Francisco African American Arts & Cultural District (SFAAACD) to support outreach, lead a youth-led community tour program, and oversee Community Congress for the Bayview-Hunters Point neighborhood as part of the "Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility" Program, increasing the total amount by \$224,670, for a total Contract amount not to exceed \$360,070, and extending the term by 19 months through January 15, 2028.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 21, 2026.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

First Amendment

Contract No. SFMTA-2023-09

THIS FIRST AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **San Francisco African American Arts & Cultural District** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to (i) extend the term of the Agreement until January 15, 2028; (ii) increase the total contract amount by \$224,670 for a modified contract amount of \$360,070 to compensate Contractor for the additional services it will provide during the modified term of the Agreement; (iii) update the SFMTA's contact information for notices in Section 11.1; (iv) amend Appendix A to reflect modifications to the Scope of Services; (v) revise Appendix B to reflect the increase in the contract amount; (vi) and update standard contractual clauses.
- C. Contractor was selected pursuant to San Francisco Administrative Code Section 21.5 pursuant to a waiver granted by the City's Contract Monitoring Division (CMD), which approved Contractor as a sole source for the required Services on August 24, 2022, and this Amendment is consistent with that waiver.
- D. This is a contract for Services and the Local Business Enterprise (LBE) subcontracting participation requirement for the Services has been waived, and this Amendment is consistent with that waiver.
- E. This Amendment is consistent with an approval obtained on October 17, 2022, from the Civil Service Commission under PSC number 40365-22/23 in the amount of \$135,400 for the period of 44 months.

NOW, THEREFORE, the Parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated February 1, 2023, between Contractor and the City.

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

1.3 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 Open For Business Legislative Changes. In October 2025, San Francisco enacted legislation that reduced obligations the City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is modified as follows:

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

2.1 The term of this Agreement shall commence on the Effective Date and expire June 30, 2026, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the Effective Date and expire January 15, 2028, unless earlier terminated as otherwise provided herein

2.2 Section 3.3.1: Calculation of Charges. Section 3.3.1 of the Agreement currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a quarterly basis for Services completed (including goods delivered, if any) in the immediately preceding quarter, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed One Hundred Thirty-Five Thousand Four Hundred Dollars (\$135,400). The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. 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.

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

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a quarterly basis for Services completed (including goods delivered, if any) in the immediately preceding quarter, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed Three Hundred Sixty Thousand Six Hundred Seventy Dollars (\$360,670). The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retention until the conclusion of the Agreement if agreed to by both Parties. 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

2.3 Section 11.1: Notices to the Parties. Section 11.1 of the Agreement currently reads 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 e-mail, and shall be addressed as follows:

To City: Robert Lim
 SFMTA Program Manager
 Streets Division
 San Francisco Municipal Transportation Agency

1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com

To Contractor: Ericka Scott
Program Director
San Francisco African American Arts & Cultural District
1753 Carroll Street
San Francisco, CA 94124
Ericka@sfaacd.org

Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. 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.

Such section is amended 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 e-mail, and shall be addressed as follows:

To City: Javaun Garcia
SFMTA Program Manager
Streets Division
San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco, CA 94103
javaun.garcia@sfmta.com

To Contractor: April Spears
Executive Director
San Francisco African American Arts & Cultural District
5172 3rd Street San Francisco, CA 94124
april@sfaacd.org

Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. 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.

2.4 Appendix A (Scope of Services). Appendix A is replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1 which is a correct and updated version.

2.5 Appendix B (Calculation of Charges). Appendix B is replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1 which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is modified as follows:

3.1 Article 1: Definitions. The following definitions are added to the Agreement in Article 1 (Definitions). If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:

- **“Artificial Intelligence” or “Artificial Intelligence Model”** means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.
- **“Artificial Intelligence System”** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- **“City Data”** means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.
- **“Confidential Information”** means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.
- **“Deliverable Data”** means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.
- **“Generative Artificial Intelligence”** means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that

emulates the structure and characteristics of the artificial intelligence's training data.

- **“Personal Identifiable Information (PII)”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 Section 4.2: Personnel. Section 4.2 of the Agreement is replaced in its entirety to read as follows:

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

3.3 Section 4.5: Assignment. Section 4.5 of the Agreement is replaced in its entirety to read as follows:

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in accordance with City law and SFMTA policies, including but not limited to the Contract Approval and Delegation Policy. Any purported assignment made in violation of this provision shall be null and void.

3.4 Section 10.11: Limitations on Contributions. Section 10.11 of the Agreement is replaced in its entirety 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% 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.

3.5 Section 10.15: Public Access to Nonprofit Records and Meetings. Section 10.15 of the Agreement is replaced in its entirety to read as follows:

10.15 Nonprofit Contractor Requirements

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds, 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.

3.6 Article 13: Data and Security. Article 13 is replaced in its entirety to read as follows:

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf, of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual

property rights, to any third-party. Unauthorized use of City Data 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within 10 Days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors’ environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within 5 Days of the disposal. 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.

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

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data

Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	San Francisco African American Arts & Cultural District
_____ Julie B. Kirschbaum Director of Transportation	_____ April Spears Executive Director
Authorized By: Municipal Transportation Agency Board of Directors	City Supplier Number: 0000049158
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary to the Board	
Approved as to Form:	
David Chiu City Attorney	
By: _____ Isidro Alarcón Jiménez Deputy City Attorney	

4936-1573-0844 v.1

Appendices:

Appendix A-1 : Scope of Services

Appendix B-1: Calculation of Charges

Appendix A-1 Scope of Services

1. Background

The Bayview Community Shuttle Project (Project) is a pilot project funded by the California Air Resources Board (CARB) through their Sustainable Transportation Equity Project (STEP) Program to provide on-demand shuttle service for the Bayview-Hunters Point community. The Project responds to the following community needs identified in the Bayview Community Based Transportation Plan (adopted in 2020):

- Bring a community shuttle program back to Bayview-Hunters Point;
- Connect residents to regional transit, jobs, and other critical destinations;
- Create sustainable jobs in Bayview-Hunters Point;
- Improve mobility options, especially for low-income residents, youth, and seniors; and
- Community decision-making & community control.

The overarching purpose of the STEP Program is to increase transportation equity in disadvantaged and low-income communities throughout the state.

In order to achieve the goals of the Project, Contractor was identified in the SFMTA's CARB grant proposal to participate in the Shuttle Project Committee, and conduct community outreach and engagement as part of the Project.

2. Description of Services

Contractor will perform or assist the SFMTA in performing certain SFMTA obligations required under the Grant Agreement. In general, Contractor will participate in the Shuttle Project Committee, and conduct community outreach and engagement. Specifically, Contractor will assist the SFMTA to perform or administer certain subtasks and, if applicable, prepare and submit to the SFMTA certain Deliverables under Tasks 1 and 2 in Attachment II (Task Summary and Details) of Exhibit B (Work Statement) to the Grant Agreement, described below.

For all Deliverables requiring comments be provided by Contractor, Contractor shall deliver comments to the SFMTA within five business days of receiving materials from the SFMTA, unless a different review period is mutually agreed upon.

A. Grant Task 1 – Grant Proposal Administration

Contractor's scope of services and Deliverables due to the SFMTA under Task 1 in Attachment II (Task Summary and Details) of Exhibit B (Work Statement) to the Grant Agreement are described below, listed by the corresponding Task 1 subtask number. Only the Task 1 subtasks specific to Contractor's scope of services are referenced below. Deliverables are identified by a unique Deliverable number, included in parentheses in front of each Deliverable's description. A summary of Task 1 Deliverables is provided at the end of this Section A.

[Subtask 1.1.1] Project Kick-Off Meeting

Contractor will attend a Project kick-off meeting organized and led by SFMTA staff. This meeting will include all contractors, relevant SFMTA division representation, relevant City agency representation, and a CARB representative. The agenda will include, but not be limited to:

1. Project Tasks, Timelines, and Milestones;
2. Collaborative process for updating and finalizing the STEP Grant Partnership Agreement (Appendix D of this Agreement);
3. Project design and community engagement, outreach, and education activities;
4. Content and format of quarterly reports and final reports;
5. Schedule for ongoing coordination meetings;
6. Participant surveys and reporting; and
7. Other items, as necessary.

Deliverable: (1a) Attendance at Project Kick-Off Meeting.

[Subtask 1.3] Partnerships

Contractor will coordinate with subgrantees and community partners to finalize the STEP Grant Partnership Agreement, a document that includes information about the governance, and legal and financial considerations of all partners involved in the project. Contractor will provide comments on the previous draft STEP Grant Partnership Agreement; will review and provide comments on a new version of the STEP Grant Partnership Agreement with consolidated comments from other subgrantees and community partners (circulated by a separate Contractor); and will participate in the approval of the final version.

Deliverable: (1b) Submit comments and approval of final STEP Grant Partnership Agreement.

[Subtask 1.4] STEP Steering Committee

Contractor will attend semi-annual meetings of the Project Steering Committee. The Steering Committee will be governed by the terms of the STEP Grant Partnership Agreement.

Deliverable: (1c) Attend Steering Committee meetings.

[Subtask 1.10.4] Status Reports

Contractor will draft and submit to the SFMTA quarterly status reports in accordance with the requirements set forth in Section I (Reporting and Documenting Expenditure of State Funds) of Exhibit A (Grant Provisions) to the Grant Agreement.

Deliverable: (1d) Submit 20 quarterly progress reports due at the end of the month for the months of March, June, September, and December for the duration of the contract and complete their portions of the CARB Annual Data Report at the request of the SFMTA Project Manager.

Summary of Deliverables Due under Grant Task 1 – Grant Proposal Administration

Contractor will provide each of the following deliverables to the SFMTA for review and approval to achieve the project objectives.

Deliverable		Delivery Milestone Target
1a	Attendance at Project Kick-Off Meeting	Jan 2023
1b	Submit comments and approval of final Partnership Agreement	Jan 2023
1c	Attend Steering Committee meetings	Feb 2026 – Nov 2027
1d	Submit 20 quarterly progress reports	Mar 2023 – Nov 2027

B. Grant Task 2 – Bayview Community Shuttle

The purpose of Task 2 (Bayview Community Shuttle) in Attachment II (Task Summary Details) of Exhibit B to the Grant Agreement is to establish the Bayview Community Shuttle, a zero-emission, wheelchair-accessible, on-demand, dynamic ridesharing service in the Bayview Hunters Point neighborhood that will improve access and connections to regional transit, community services, school, work, basic amenities, and job opportunities.

In general, Contractor will attend Shuttle Project Committee meetings, and organize, promote, and conduct the activities of the Bayview Community Shuttle. Contractor’s specific scope of services and Deliverables due to the SFMTA under Task 2 are described below, listed by the corresponding Task 2 subtask number. Only the Task 2 subtasks specific to Contractor’s scope of services are referenced below. Deliverables are identified by a unique Deliverable number, included in parentheses in front of each Deliverable’s description. A summary of Task 2 Deliverables is provided at the end of this Section B.

[Subtask 2.1] Shuttle Project Committee

- a. Shuttle Project Committee Meetings** – Contractor will attend quarterly meetings of the Shuttle Project Committee, per the terms of the Partnership Agreement. Starting in May 2026, Contractor will meet with the SFMTA Project Manager monthly.

Deliverable: (2.1a) Attendance at quarterly Shuttle Project Committee meetings.

- a. **Review of Service Plan Engagement materials** – Contractor will review of all Service Plan Engagement materials for accuracy and cultural competency for the African American community.

Deliverable: (2.2a) Review and submit comments on all Service Plan Engagement materials.

- b. **Engagement Events** – Contractor will organize, promote, and host three engagement events with emphasis on the African American and the Bayview-Hunters Point business communities. The purpose of these events is to gain input from the community on service plan needs for the Bayview Community Shuttle Project.

All engagement activities and summary reports will meet the requirements set forth in STEP Program Appendix H (Data Collection Requirements) (Appendix E of this Agreement).

Deliverable: (2.2b) Plan and conduct three shuttle planning outreach events, and submit summary reports for each event (including engagement metrics).

- c. **Outreach Evaluation** – Contractor will work with SFMTA staff to solicit input from participants following outreach events. This may take the form of a survey, focus groups, or other methods. Contractor will collect input and share it with SFMTA Project Manager following each engagement event.

Deliverable: (2.2c) Three summary evaluation results reports, following Service Plan Engagement events, including providing engagement metrics or completed surveys.

[Subtask 2.4] Marketing & Outreach Activities

- a. **Shuttle Marketing Plan** – Contractor will review and comment on a marketing plan for the shuttle service. This plan will be developed jointly by the Community Shuttle Committee.

Deliverable: (2.4a) Provide comments on Shuttle Marketing Plan.

- b. **Review of Shuttle Marketing materials** – Contractor will review all Shuttle Marketing related project materials for accuracy and cultural competency for the African American community.

Deliverable: (2.4b) Review and submit comments on all Shuttle Marketing materials.

- c. **Marketing Activities** – Contractor will plan and conduct 10 marketing events over the term of shuttle operations (roughly 1 event per quarter). Contractor will be responsible for organizing, promoting, and staffing events. Events will be embedded into pre-existing community events and/or tailored to community needs. Contractor will focus on reaching the African American and the Bayview-Hunters Point business communities.

Deliverable: (2.4c) Plan and conduct 13 Shuttle Marketing events, and submit 13 summary reports, including engagement metrics.

- d. Outreach Evaluation** – Contractor will work with SFMTA staff to solicit input from participants following outreach events. This may take the form of a survey, focus groups, or other methods and will require SFMTA approval prior to input solicitation. Contractor will collect input and share it with SFMTA Project Manager following each engagement event.

Deliverable: (2.4d) Summary evaluation report following each Shuttle Marketing event, in the form of summary notes (including providing engagement metrics) or completed surveys.

- e. Quarterly Staff Promotion Reports** – Contractor will provide a report that outlines staff marketing, promotion, and/or outreach activities over the previous quarter. This will include all tasks completed to promote the Bayview Community Shuttle, Community Congress, or the community tour program.

Deliverable: (2.4e) Staff Promotion Reports

Summary of Deliverables Due under Grant Task 2 – Bayview Community Shuttle

Contractor will provide each of the following deliverables to the SFMTA for review and approval to achieve the project objectives.

Deliverable		Delivery Milestone Target
2.1a	Attendance at quarterly Shuttle Project Committee meetings	Jan 2023 – Mar 2026
2.2b	Review and submit comments on all Service Plan Engagement materials	Feb 2023
2.2c	Plan and conduct three shuttle planning outreach events, and submit summary reports for each event (including engagement metrics)	Mar - Aug 2023
2.2d	Three summary evaluation results reports, following Service Plan Engagement events, including providing engagement metrics or completed surveys	Mar - Aug 2023
2.4a	Provide comments on Shuttle Marketing Plan	Jul 2023
2.4b	Review and submit comments on all Shuttle Marketing materials	Aug 2023
2.4c	Plan and conduct 10 Shuttle Marketing events, and submit 10 summary reports, including engagement metrics	Sep 2023 - Nov 2027
2.4d	Summary evaluation report following each Shuttle Marketing event, in the form of summary notes	Sep 2023 – Nov 2027

	(including providing engagement metrics) or completed surveys	
2.4e	Quarterly staff activity reports	Apr 2026 – Nov 2027

C. Grant Task 4 – Community Shuttle Workforce Development

The purpose of Task 4 (Community Shuttle Workforce Development) in Attachment II (Task Summary Details) of Exhibit B to the Grant Agreement is an extension of the successful and ongoing CityDrive program, which is jointly run by SFMTA and the San Francisco Office of Economic & Workforce Development. The program is implemented in partnership with community-based organizations and develops Transportation Career Pathways for Bayview-Hunters Point residents.

[Subtask 4.3] Youth-Led Community Tour Program

The Contractor will establish a youth-development program focused on planning, promoting, and leading community tours using the Bayview Community Shuttle within the Bayview-Hunter's Point community. Contractor's specific scope of services and Deliverables due to the SFMTA under Task 4 are described below, listed by the corresponding Task 4 subtask number. Only the Task 4 subtasks specific to Contractor's scope of services are referenced below. Deliverables are identified by a unique Deliverable number, included in parentheses in front of each Deliverable's description. A summary of Task 4 Deliverables is provided at the end of this Section B.

[Subtask 4.3a] Youth Led Program Curriculum

- a. **Youth-Led Program Curriculum** – Contractor will create the curriculum guiding the work of the youth interns throughout the duration of the program (June 2026 – Nov 2027). The curriculum will include but is not limited to:
 - Intern cohort schedule
 - Skills development
 - Topics and/or places of interest

Deliverable: (4.3a) Youth Program Curriculum

[Subtask 4.3b] Application materials and hiring criteria

- a. **Intern application materials** – Contractor will create application materials for the internship program (job description, application, etc.) to publish and circulate within community networks. The Contractor will also establish application evaluation criteria to select top applicants that must be reviewed and approved by the SFMTA Project Manager.

Deliverable: (4.3b) Intern application and evaluation criteria

[Subtask 4.3c] Intern Surveys

- b. Intern Surveys** – Contractor will design an intro/exit survey for interns to fill out at the beginning and end of their internship. The survey results will relate to the metrics identified in the CARB Data Collection Plan and aim to understand development in technical and soft skills.

Deliverable: (4.3c) Survey

[Subtask 4.3d] Intern Payments

- c. Intern Surveys** – Contractor will hire youth interns, ages 16-20, to develop, promote, and lead community tours using the Bayview Community Shuttle. Interns will be paid wages in compliance with SF’s Minimum Compensation Ordinance, at the applicable minimum hourly rate in effect at the time the work is performed. The Contractor will hire interns in cohorts designed around academic calendars with at least two cohorts hired each year.

Deliverable: (4.3d) Confirmed payments

[Subtask 4.3e] Intern Career Advancement Updates

- d. Career Advancement Referrals** – Contractor will identify and establish relationships to other youth programs, internships, workforce development programs, or other employment-related opportunities and provide referrals for recent intern graduates. The Contractor will create a report demonstrating the partnerships or relationships built, coordination activities, and referral information. The information included must be reviewed and approved by the SFMTA Project Manager. Reports will be complete on semi-annual basis.

Deliverable: (4.3e) Referral Reports

[Subtask 4.3f] Quarterly Staff Activity Reports

- a. Quarterly Staff Activity Reports** – Contractor will provide a report that outlines staff activity over the previous quarter. This will include the administrative tasks completed to support the interns, scheduling, and potential areas of improvement.

Deliverable: (4.3f) Staff Activity Reports

[Subtask 4.3g] Final Showcase

- e. Final Showcase** – Contractor will incorporate into the program curriculum an in-community final showcase that highlights work completed by the interns. If available, interns are encouraged to attend and present the work they contribute to throughout the program. The final showcase will have an audio/video element that can be shown in a digital format and added to project-related digital media

(SFMTA social media, project webpage, etc.). The showcase will be open to the public.

Deliverable: (4.3g) Showcase Event

Summary of Deliverables Due under Grant Task 4 – Grant Proposal Administration
Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the project objectives.

Deliverable		Delivery Milestone Target
4.3a	Youth-led program curriculum	May 2026
4.3b	Application and evaluation materials	May 2026
4.3c	Intern enter/exit surveys	June 2026 – Nov 2027
4.3d	Intern payments	June 2026 – Nov 2027
4.3e	Career advancement updates	Sept 2026 – Nov 2027
4.3f	Quarterly staff activity reports	Apr 2026 – Nov 2027
4.3g	Final showcase	Nov 2027

D. Grant Task 6 – Project Community Congress Administration

The purpose of Task 6 (Community Congress) in Attachment II (Task Summary Details) of Exhibit B to the Grant Agreement is to continue the Project’s Community Congress. The Community Congress is a community-driven governance body, providing oversight on Project Steering Committee activities, program decision making, and community engagement. The role of the Community Congress is identified in the STEP Grant Partnership Agreement.

In general, Contractor will organize, promote, and conduct the activities of the Community Congress. Contractor’s specific scope of services and Deliverables due to the SFMTA under Task 6 are described below, listed by the corresponding Task 6 subtask number. Only the Task 6 subtasks specific to Contractor’s scope of services are referenced below. Deliverables are identified by a unique Deliverable number, included in parentheses in front of each Deliverable’s description. A summary of Task 6 Deliverables is provided at the end of this Section A.

[Subtask 6.1] Structure Community Congress

- a. **Bylaws** - Contractor will revise and finalize the bylaws for the Community Congress based on delegate feedback, The bylaws will include duration of term, delegate responsibilities, the process for removal or replacement of sitting delegates, and a requirement that delegates use the Shuttle at least once each term. Bylaws will be finalized after review and approval from the SFMTA Program Manager
- b. **Delegate Appointment** –Contractor will develop and administer a public process for soliciting and selecting delegates to the 15-person Community Congress. Priority delegate positions will be given to the following delegates:

1. Bayview CAC
2. Shipyard CAC
3. Southeast Community Facility Commission
4. Bayview YMCA
5. BMAGIC
6. Rafiki Coalition
7. Bayview Senior Services
8. SEIU 1021 Social & Economic Justice Committee
9. Wu Yee Child Development Center
10. SF Recreation & Parks Department
11. Young Community Developers
12. A. Phillip Randolph Institute
13. Bayview Hunter's Point Community Advocates
14. Bay Area Community Resources (HopeSF)
15. Mission Neighborhood Center

The Contractor will reach out to the above parties to determine if there is interest in a delegate appointment. For any Community Partner that does not answer or declines to appoint a representative, a delegate will be chosen through the appointment solicitation process developed by Contractor. Information related to the delegate appointment process must be made publicly available to the community. Delegate appointments will strive to include representation for marginalized or otherwise underrepresented groups within the community.

Contractor will review the proposed solicitation and selection process with the SFMTA Program Manager prior to public launch. The selection of delegates will be a joint process between Contractor and the SFMTA Program Manager, requiring the agreement of both for appointment. Contractor agrees to share delegate information with the SFMTA, including data related to socio-demographic characteristics.

Deliverables:

(6.1a) Community Congress Bylaws;

(6.1b) Delegate solicitation process

(6.1c) Final delegate roster

[Subtask 6.2] Facilitate Community Congress Quarterly Meeting

a. Meeting Logistics

Contract will assist the SFMTA as-needed with securing a venue within Bayview-Hunter's Point for quarterly meetings of the Community Congress. Contractor will help ensure that online or hybrid meetings are accessible to residents. Interpretation will be provided by the Contractor on an as-needed basis.

b. Community Congress Meeting Agenda Participation

Contractor will work with the SFMTA Program Manager to develop agendas prior to quarterly Community Congress meetings. This may include soliciting progress reports from Project Committees, reviewing project status, or crafting decision-points or questions for the Community Congress to consider. Agendas will be circulated at least 72 hours prior to the scheduled Community Congress meeting for SFMTA Program Manager for posting to the SFMTA Program website. Contractor will also be responsible for promoting meetings and participation at the meetings within the Bayview-Hunter's Point community. Contractor will report on any completed promotional activities in their quarterly reporting.

c. Meeting Support

Contractor will be represented at every quarterly Community Congress meeting unless previously discussed and approved by the SFMTA Project Manager. Contractor staff will help manage the agenda, time keep, take notes, and/or keep record of any votes that take place. Contractor will help procure materials needed for the meeting at the discretion of the SFMTA Project Manager.

d. Meeting Stipend Administration

Contractor will manage and distribute stipends to Community Congress delegates. Contractor will direct delegates to specify, at the time of appointment, whether they wish to receive stipends. Stipends must be distributed within two weeks of the meeting taking place. Delegates must be present and actively participate to receive a stipend. Contractor will further define the conditions under which delegates will receive stipends.

e. Meeting Minutes

Contractor will take and produce minutes of each Community Congress meeting. Copies of the minutes will be reviewed with the SFMTA Project Manager for completeness and approval.

Contractor will also administer participant surveys at the end of each Community Congress meeting. Surveys will be designed to determine the accessibility of meetings, if there are areas of improvement, and how the meetings improve project performance. Surveys will also gather demographic information when possible to understand meeting attendees and where additional outreach or promotion may be needed.

SFMTA staff will review, compile, and report participant survey data to CARB.

Deliverables:

- (6.2a) Meeting logistics;
- (6.2b) Community Congress meeting agenda participation;
- (6.2c) Meeting support;
- (6.2d) Meeting stipend administration;
- (6.2e) Meeting minutes

Summary of Deliverables Due under Grant Task 6 – Grant Proposal Administration
 Contractor will provide each of the following Deliverables to the SFMTA for review and approval to achieve the project objectives.

Deliverable		Delivery Milestone Target
6.1a	Community Congress Bylaws	April 2026
6.1b	Delegate roster and information	May 2026
6.2a	Meeting logistics	Apr 2026 – Nov 2027
6.2b	Community Congress meeting agenda participation and meeting promotion	Apr 2026 – Nov 2027
6.2c	Meeting support	Apr 2026 – Nov 2027
6.2d	Meeting stipend administration	Apr 2026 – Nov 2027
6.2e	Meeting minutes	Apr 2026 – Nov 2027

3. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. Reports

Contractor will submit quarterly reports on project activities to the SFMTA Program Manager in accordance with the requirements set forth in Section I (Reporting and Documenting Expenditure of State Funds) of Exhibit A (Grant Provisions) to the Grant Agreement.

5. Department Liaison

In performing the Services provided for in this Agreement, Contractor’s liaison with the SFMTA will be Javaun Garcia.

**Appendix B-1
Calculation of Charges**

Task				Amount
Grant Task 1 – Grant Proposal Administration				\$9,450
Deliverable		Delivery Milestone Target	Deliverable Amount	
1a	Attendance at Project Kick-Off Meeting	Jan 2023	\$1,000	
1b	Submit comments and approval of final STEP Grant Partnership Agreement	Jan 2023	\$1,000	
1c	Attendance at semi-annual STEP Steering Committee meetings	Feb 2026 – Nov 2027	\$2,000	
1d	Submit 20 quarterly progress reports	Mar 2023 – Nov 2027	\$5,450	
Grant Task 2 – Bayview Community Shuttle				\$152,445
Deliverable		Delivery Milestone Target	Deliverable Amount	
<i>Subtask 2.1 Shuttle Project Committee</i>				
2.1a	Attendance at quarterly Shuttle Project Committee meetings	Jan 2023 – Mar 2026	\$3,545	
<i>Subtask 2.2 – Service Plan Engagement</i>				
2.2a	Review and submit comments on all Service Plan Engagement materials	Feb 2023	\$7,000	
2.2b	Plan and conduct three shuttle planning outreach events, and submit summary reports for each event (including engagement metrics).	Mar - Aug 2023	\$30,000	
2.2c	Three summary evaluation results reports, following Service Plan Engagement events, including providing engagement metrics or completed surveys.	Mar - Aug 2023	\$6,000	
<i>Subtask 2.4 Marketing & Outreach Activities</i>				
2.4a	Provide consolidated comments on Shuttle Marketing Plan	Jul 2023	\$5,000	
2.4b	Review and submit comments on all Shuttle Marketing materials.	Aug 2023	\$5,000	

2.4c	Plan and conduct 13 Shuttle Marketing events, and submit 13 summary reports, including engagement metrics	Sep 2023 - Mar 2026	\$65,400	
2.4d	Summary evaluation report following each Shuttle Marketing event, in the form of summary notes (including providing engagement metrics) or completed surveys.	Sep 2023 - Mar 2026	\$13,000	
2.e	Quarterly staff promotion reports	Apr 2026 – Nov 2027	\$17,500	
Grant Task 4 – Community Shuttle Workforce Development				\$164,750
Deliverable		Delivery Milestone Target	Deliverable Amount	
<i>Subtask 4.3 – Youth-Led Community Tour Program</i>				
4.3a	Youth-led program curriculum	May 2026	\$10,000	
4.3b	Application and evaluation materials	May 2026	\$500	
4.3c	Intern enter/exit surveys	June 2026 – Nov 2027	\$500	
4.3d	Intern payments	June 2026 – Nov 2027	\$70,000	
4.3e	Career advancement updates	Sept 2026 – Nov 2027	\$2,000	
4.3f	Quarterly staff activity reports	Apr 2026 – Nov 2027	\$71,750	
4.3g.	Final showcase	Nov 2027	\$10,000	
Grant Task 6 – Community Congress Administration				\$33,425
Deliverable		Delivery Milestone Target	Deliverable Amount	
<i>Subtask 6.1 – Structure Community Congress</i>				
6.1a	Finalize Community Congress Bylaws	Apr 2026	\$2,500	
6.1b	Proposed and final version of delegate solicitation and selection process	Apr 2026	\$2,500	
6.1c	Finalize delegate roster	Apr 2026	\$2,000	
<i>Subtask 6.2 – Facilitate Community Congress</i>				
6.2a	Secure meeting venue and all associated direct costs	Apr 2026 – Oct 2027	\$7,000	
6.2b	Draft and finalize agendas and promote quarterly Community Congress meetings	Apr 2026 – Oct 2027	\$1,400	
6.2c	Convene and facilitate Community Congress meetings	Apr 2026 – Oct 2027	\$3,500	
6.2d	Administer meeting stipends	Apr 2026 – Oct 2027	\$13,125	

6.2e	Draft and finalize Community Congress meetings minutes and collect participant surveys	Apr 2026 – Oct 2027	\$1,400	
Total Amount				\$360,070

1. **Deliverables:** For all Deliverables requiring comments be provided by Contractor, Contractor shall deliver comments to the SFMTA within five business days of receiving materials from the SFMTA, unless a different review period is mutually agreed upon.
2. **Invoicing:** Contractor will submit quarterly invoices to the SFMTA Program Manager on a milestone basis. The invoice shall list all deliverables and corresponding fees and reimbursable costs/expenses. Receipts for all expenses must accompany the invoice.