

THIS PRINT COVERS CALENDAR ITEM NO. : 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Communications

BRIEF DESCRIPTION:

Renaming the UCSF Mission Bay platform as the “UCSF/Chase Center (16th Street)” platform; and authorizing the Director of Transportation to execute an agreement with GSW Arena, LLC and the Regents of the University of California. The agreement also stipulates an amount, not to exceed \$140,000, which GSW Arena, LLC will reimburse the SFMTA for expenses related to the production of platform signage, maps, website, software, and any other wayfinding required as a result of the name change.

SUMMARY:

- GSW Arena LLC (GSW), an affiliate of Golden State Warriors LLC, is constructing a multi-purpose event center and a variety of mixed uses, including office, retail, open space and structured parking on an approximately 11-acre site within the Mission Bay South Redevelopment Plan Area.
- As part of its UCSF Mission Bay Platform Upgrade project, the SFMTA is replacing the platform, station name signs, and other associated wayfinding signage.
- In November 2016, the SFMTA Board adopted a Naming Policy for SFMTA Assets, which allows for the renaming of assets as long as there is a strong nexus between the naming rights sponsor and the asset and that such a change ensures efficient and effective wayfinding.
- In November 2017, GSW, UCSF and the SFMTA agreed in principal to change the name of the UCSF Mission Bay platform to “UCSF / Chase Center (16th Street)” and have subsequently negotiated an agreement memorializing the name change.
- As part of that agreement, GSW agrees to reimburse the SFMTA an amount not to exceed \$140,000 to cover costs related to the renaming, including reproduction of signs, maps, software, and any other wayfinding.

ENCLOSURES:

1. Resolution
2. Naming and Cost Reimbursement Agreement
3. SFMTA Naming Policy

APPROVALS:

DIRECTOR  _____

SECRETARY  _____

DATE

May 3, 2019

May 3, 2019

ASSIGNED SFMTAB CALENDAR DATE: May 7, 2019

PURPOSE

Renaming the UCSF Mission Bay platform as the “UCSF/Chase Center (16th Street)” platform; and authorizing the Director of Transportation to execute an agreement with GSW Arena, LLC and the Regents of the University of California. The agreement also stipulates an amount, not to exceed \$140,000, which GSW Arena, LLC will reimburse the SFMTA for expenses related to the production of platform signage, maps, website, software, and any other wayfinding required as a result of the name change.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This request supports the following SFMTA Strategic Plan Goals:

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective No. 2.2: Enhance and expand use of the city’s sustainable modes of transportation.

Goal 3: Improve the quality of life and environment in San Francisco and the region.

Objective No. 3.4: Provide environmental stewardship to improve air quality, enhance resource efficiency and address climate change.

Objective No. 3.5: Achieve financial stability for the agency

DESCRIPTION

GSW Arena LLC (GSW), an affiliate of Golden State Warriors, LLC, which owns and operates the Golden State Warriors National Basketball Association franchise, is in the final stages of constructing a multipurpose event center, which will be known as Chase Center. Chase Center will house a variety of mixed uses, including office, retail, open space and structured parking on an approximately 11-acre site on Blocks 29-32 within the Mission Bay South Redevelopment Plan Area of San Francisco. The site is bounded by South Street on the north, Third Street on the west, 16th Street on the south, and by Terry A. Francois Boulevard on the east.

To accommodate the projected growth in jobs, housing, healthcare and retail in the Mission Bay neighborhood, the SFMTA is in the final stages of constructing a new center platform along 3rd Street between South and 16th streets. This new, larger platform will serve inbound and outbound trains and significantly expand transit capacity in preparation for the roughly 220 events each year. The larger size and new configuration of the platform will enable four, two-car trains to load simultaneously during larger events and allow for trains to depart inbound from both sides of the platform. This will enhance the efficiency of Muni T-Line operations and enhance the customer experience by increasing the frequency of departures and facilitating convenient transfers to BART, CalTrain and, eventually, the Central Subway.

The Mission Bay Transportation Improvement Fund (TIF) was established for the purpose of safeguarding monies in the General Fund to pay for City services and capital improvements to address transportation and other needs of the community in connection with Warriors basketball games and other events at the Chase Center. Indirectly through the TIF (which is funded by the City’s General Fund based on taxes projected to be received from the Warriors over the years), the Warriors will fund \$15,000,000 toward construction of the platform, as well as procurement of four light rail vehicles, various infrastructure improvements, and operational costs.

In November 2016, the SFMTA Board adopted a Naming Policy for SFMTA Assets. SFMTA staff surveyed other U.S. transit agencies to determine whether they have naming policies that could provide guidance. Among transit agencies that have a naming policy, there is considerable consistency with regard to how assets are named. It is generally agreed that the primary purpose of station naming is to provide users of a transit system with information in a straightforward and unified manner, in order to assist patrons in successfully navigating the transit system. Common criteria used include:

- Geographic location including nearest intersection or major cross street
- Nature of the environment
- Area landmark/well-known destination
- Permanence of name
- Brevity of name and ease of reading the name
- Ease of fitting on a vehicle head sign

The SFMTA's Naming Policy requires that transit stations and stops are named in a way that clearly communicates the location to frequent, infrequent and prospective transit users and visitors to the area. The name should highlight the geographic location of the stop and be clearly understood by the general public and first responders, in the event of an emergency. It should reference a nearby intersection, street or cross street, neighborhood or well-known destination.

The SFMTA Naming Policy allows the Board to consider naming rights sponsorships. Any such agreement should have a strong nexus between the naming rights sponsor and the asset. To ensure efficient and effective wayfinding, all naming right proposals are to be evaluated with customer navigation concerns in the forefront. Naming right proposals are also evaluated within the broader context of the SFMTA's corporate brand and interests of relevant stakeholders. This Board may deny any proposal that violates any applicable ordinance, rule, regulation, or policy; is offensive, discriminatory or promotes a particular religion or political view; or is not in the best interests of the SFMTA and/or its customers.

Such sponsorships require a written agreement between the SFMTA and the naming rights sponsor and shall be a minimum of ten years to ensure a long-term commitment. The agreement includes a provision that allows the SFMTA to terminate the agreement and requires the sponsor to pay for all future costs, including re-naming of signs, maps, software and any other wayfinding tool associated with the change.

Given the prominence of the UCSF Medical Center and the Chase Center as primary trip generators in the Mission Bay neighborhood, the proposed re-naming of the UCSF Mission Bay platform to the UCSF/Chase Center (16th Street) is consistent with the intent of the Naming Policy and will benefit transit patrons by making the platform the clear point of arrival and departure for patrons using public transit to access the hospital, attend Chase Center events and connect with Muni 16th Street transfers..

STAKEHOLDER ENGAGEMENT

The SFMTA met with the Golden State Warriors and UCSF to gain agreement on the name change. As such, UCSF is included as a party to the Agreement, but, as it paid for renaming the platform its current designation (UCSF Mission Bay), does not incur any financial obligations related to the Agreement.

ALTERNATIVES CONSIDERED

The SFMTA Board of Directors could choose not to change the name of the UCSF Mission Bay platform.

FUNDING IMPACT

Changing the name of the UCSF Mission Bay platform to the UCSF/Chase Center (16th Street) platform will require the production of platform signage, maps, website, software, and additional wayfinding. These costs are estimated at \$140,000. This Agreement commits the Golden State Warriors to reimburse the SFMTA in an amount not to exceed \$140,000 for these costs.

ENVIRONMENTAL REVIEW

On March 22, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the UCSF Mission Bay platform renaming is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this item.

RECOMMENDATION

Staff recommends renaming the UCSF Mission Bay platform the UCSF/Chase Center (16th Street) platform and authorizing the Director of Transportation to execute an agreement with GSW Arena, LLC and the Regents of the University of California, which will include an amount not to exceed \$140,000, to be paid by GSW Arena, LLC to reimburse the SFMTA for expenses related to the production of platform signage, maps, website, software, and any other wayfinding required as a result of the name change.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, GSW Arena LLC, an affiliate of the Golden State Warriors (GSW), is constructing a multi-purpose event center and a variety of mixed uses, including office, retail, open space and structured parking on an approximately 11-acre site within the Mission Bay South Redevelopment Plan Area; and

WHEREAS, As part of its UCSF Mission Bay Platform Upgrade project, the SFMTA is replacing the platform, station name signs, and other associated wayfinding signage; and

WHEREAS, In November 2016, the SFMTA Board adopted a Naming Policy for SFMTA Assets, which allows for the renaming of assets as long as there is a strong nexus between the naming rights sponsor and the asset and that it ensures efficient and effective wayfinding; and

WHEREAS, In November 2017, GSW, UCSF and the SFMTA agreed in principal to change the name of the UCSF Mission Bay platform to “UCSF / Chase Center (16th Street)” and have subsequently negotiated an agreement memorializing the name change; as part of that agreement, GSW agrees to reimburse the SFMTA an amount not to exceed \$140,000 to cover costs related to the renaming, including reproduction of signs, maps, software, and any other wayfinding; and

WHEREAS, On March 22, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the UCSF Mission Bay platform renaming is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); a copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors renames the UCSF Mission Bay platform stop as the “UCSF/Chase Center (16th Street)” stop; and be it further

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to execute an agreement with GSW Arena, LLC and the Regents of the University of California in an amount not to exceed \$140,000, under which GSW Arena, LLC will reimburse the SFMTA its expenses related to the production of platform signage, maps, website, software, and any other wayfinding required as a result of the name change.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 7, 2019.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

NAMING AND COST REIMBURSEMENT AGREEMENT

between the

CITY AND COUNTY OF SAN FRANCISCO

through its

MUNICIPAL TRANSPORTATION AGENCY

and

GSW ARENA LLC

and the

THE REGENTS OF THE STATE OF CALIFORNIA

This Agreement (Agreement) is made this _____ day of _____, 2019 (Effective Date), between: the City and County of San Francisco, a municipal corporation (City), acting through its Municipal Transportation Agency (SFMTA), GSW Arena LLC, a Delaware limited liability company (GSW), and the Regents of the State of California, on behalf of its San Francisco campus (UCSF) (each, a “Party”).

RECITALS

A. UCSF has constructed a new Medical Center complex in the Mission Bay neighborhood of San Francisco (UCSF Complex).

B. GSW is constructing the Golden State Warriors Event Center and Mixed Use Development Project (Chase Center) in Mission Bay.

C. To accommodate the anticipated ridership with the current commercial and residential uses in the Mission Bay neighborhood, including the UCSF Complex and the Chase Center, the SFMTA is constructing a new center boarding platform for the T Line, and associated other improvements, including track and overhead contact system work for the new track alignment, which includes a single and double crossover, and associated light rail vehicle signaling (SFMTA Project).

D. The current name of the boarding platform serving the UCSF Complex is “UCSF Mission Bay (Gene Friend Way).” UCSF paid the SFMTA’s costs for that renaming of the platform.

E. GSW has requested that the platform be renamed to include “Chase Center” in the designation.

F. The SFMTA is agreeable to renaming the platform “UCSF/Chase Center (16th Street),” subject to GSW reimbursing the SFMTA for its costs, as described below.

IN ACCORDANCE WITH THE ABOVE UNDERSTANDINGS, the Parties agree as follows:

I. TERM; EFFECTIVE DATE

A. Term. This Agreement will commence on the Effective Date, as referenced above, and will terminate on the earlier of (i) the 10th anniversary of the Effective Date, or (ii) the date the name “Chase Center” ceases to be used for the Golden State Warriors Arena; provided, however, that not less than three months prior to the 10th anniversary of the Effective Date, GSW and the SFMTA shall meet to

discuss in good faith a potential extension of this Agreement through the 20th anniversary of the Effective Date.

II. Naming. As of the Effective Date, the Muni light rail platform stop at 16th Street shall be designated “UCSF/Chase Center (16th Street).” By executing this Agreement, each Party acknowledges and agrees to this name, and the SFMTA agrees to promptly perform (or cause to be performed) the work associated with the costs set forth in Section III.

III. GSW REIMBURSEMENT

A. Reimbursement of City Costs. GSW shall reimburse the SFMTA the actual costs incurred in connection with the work to be performed pursuant to Section II, which costs shall not exceed the following:

Platform signs	\$66,000
Wayfinding signs	\$3,000
Installation of platform and wayfinding signs	\$20,000
Transit maps	\$15,000
Software, Station announcement, online maps, systemwide radio reprogramming,	\$18,000
Miscellaneous costs, including overhead and contingency	\$18,000
Total	\$140,000

IV. Requests for Reimbursement

A. The SFMTA shall submit an invoice to GSW no later than June 30, 2019. If all costs have not been determined by that date, the SFMTA shall submit a final invoice no later than December 31, 2019. Amounts invoiced in accordance with this paragraph shall be paid in full to SFMTA, less any amounts disputed in good faith by GSW, within 45 days of receipt of the applicable invoice by GSW. Invoices will include:

1. A detailed schedule of expenditures for the period or detailed general ledger report that includes the date, amount and purpose of the expenditures incurred.
2. Copies of paid invoices for non-payroll expenditures.

B. Recordkeeping. The SFMTA will maintain records of all staff expenses, procurements, payments and third-party contract expenses related to the platform work until termination of this Agreement, and shall retain such records for a minimum of three years following completion of the work. The SFMTA shall allow GSW, or its agents, to review and inspect said records during business hours to ensure compliance with such requirements, and to audit the books, records, and accounts of the SFMTA and its contractors, if necessary. Upon request, the SFMTA shall provide GSW, or its agents, with copies of any records in its files relating to procurements and other expenditures for the platform project. The SFMTA shall support GSW, or its agents, in providing documents to or meeting with auditors, or assisting with any other required reporting.

V. DEFAULT

A. GSW Default. GSW may be in default of this Agreement for the following acts: failure to disburse funds in accordance with Section III.A of this Agreement; submitting a false or misleading statement or document to the City in connection with this Agreement; failing to comply with applicable laws in connection with this Agreement, after 15 days to cure such breach following written notice thereof; voluntary or involuntary insolvency; or failing to perform other material covenants of this Agreement, after 15 days to cure such breach following written notice thereof.

B. Remedies Upon GSW Default. Upon and during the continuance of a GSW uncured default as described in subsection A above, and in addition to any other remedy available to it by law, City may terminate this Agreement for cause.

C. City Default

1. Failure to Complete Work. City's failure to complete the work associated with the costs set forth in Section III (or cause such work to be completed) (including, but not limited to, installing signs indicating the new name of the platform, as described in Section II above) within a reasonable time shall constitute a City default for cause provided such default continues for a period of 30 days after written notice thereof from GSW to City.

2. GSW Remedies. Subject to the provisions of Section V.C.2, for any uncured City default, GSW may terminate this Agreement for cause, in addition to any remedies available to it under law, but may not seek injunctive relief; provided, however, that if GSW terminates this Agreement due to a City default, GSW shall reimburse the SFMTA for any costs incurred prior to the date of termination that are unrelated to the default.

D. No Default. For the purposes of this Section, none of the following shall constitute a default:

a. Where GSW's or City's failure to perform under this Agreement results from or is caused by the other Party's failure to perform any other material term, covenants or condition contained in the Agreement.

b. Where GSW's or City's failure to perform under this Agreement results from or is caused by a Force Majeure Event, as defined in Section IX.F below.

VI. TERMINATION DUE TO NEW SPONSOR/NAME CHANGE FOR ARENA

To the extent reasonably practicable, GSW shall advise the SFMTA of any early termination resulting from a new sponsor/naming for the Warriors Event Center no later than six months prior to the date the name change should be effective.

VII. NOTICES TO THE PARTIES

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

To SFMTA: San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Attn: Ethan Veneklasen
ethan.veneklasen@sfmta.com

To GSW: GSW Arena LLC
1011 Broadway
Oakland, CA 94607
Attn: Chief Legal Officer
dkelly@warriors.com

To UCSF:

VIII. OTHER CONDITIONS

A. No Assignment by GSW. GSW will not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of GSW hereunder without the prior written consent of City; provided, that any assignment made involuntarily or by operation of law, or any assignment in connection with a change of ownership or control of GSW or a sale or transfer of substantially all of the assets of GSW shall require notice to, but not consent from, the City. **Any agreement made in violation of this Section will confer no rights on any person or entity and will automatically be null and void.**

B. Sunshine Ordinance. GSW acknowledges that this Agreement and all records related to its formation, GSW's performance of the Agreement, 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.

C. Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by each Party and approved as required under law and under the policy of the SFMTA Board of Directors.

D. Submitting False Claims; Monetary Penalties. GSW acknowledges that, to the extent applicable, any contractor, Subcontractor, or consultant that commits any of the acts listed in below shall be liable to the City for three times the amount of damages that the City sustains because of the act of that contractor, Subcontractor, or consultant.

1. A contractor, Subcontractor, or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim, where contractor:

- 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;
- 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.

2. In addition to the penalties described in this Section, and to the extent applicable, any contractor, Subcontractor, supplier, consultant or subconsultants who submit false claims may be declared an irresponsible bidder/contractor or an unqualified consultant and debarred according to the procedures set forth in Chapter 6 of the San Francisco Administrative Code.

E. Independent Contractor. GSW will be deemed at all times to be an independent contractor and is solely responsible for the acts and omissions of GSW, its officers and directors, employees and agents. Nothing in this Agreement will be construed as creating a partnership, joint venture, employment or agency relationship among City and GSW.

F. Force Majeure Event. A Force Majeure Event is defined as: an inability for any Party to perform under this Agreement that the Party demonstrates could not have been avoided by the Party's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; acts of terrorism; inability of the Party, its suppliers, or subcontractors to procure labor; freight embargo; accident; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; the prevention by the one Party of the other Party from commencing or prosecuting any of its duties under the Agreement; inability of a Party to obtain applicable permits and licenses from relevant governmental authorities; change of law that prevents implementation of the Program; a judgment, order, or decree issued by a court preventing implementation of the Program; or failure of public utility service outside the control of the Party.

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

H. Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

I. Drug-Free Workplace Policy. GSW acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. In connection with this Agreement, GSW and its employees, agents or assigns will comply with all terms and provisions of such Act and the rules and regulations promulgated under such Act.

J. Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Any material failure by GSW to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. The requirements of Chapter 5 applicable to this Agreement are the requirements under Section 506(h) that any bid, report, proposal, quotation or other document prepared in connection with this Agreement must be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

K. Compliance with ADA. GSW acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. GSW will not discriminate against any person protected under the ADA in connection with all or any portion of the SFMTA Project and will comply at all times with the applicable provisions of the ADA.

L. No Waiver. No waiver by GSW, the SFMTA or City of any default or breach of this Agreement will be implied from any failure by GSW, the SFMTA or City to take action on account of such default if such default persists or is repeated. No express waiver by GSW, the SFMTA or City will affect any default other than the default specified in the waiver and will be operative only for the time and to the extent therein stated. Waivers by GSW, City or the SFMTA of any covenant, term or condition contained herein will not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by GSW, the SFMTA or City of any action requiring further consent or approval will not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

M. Disputes. If a question arises regarding an invoice, interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give prompt written notice of the issue to the other Party. The appropriate project managers from GSW and the SFMTA, or other designated staff, shall in good faith meet with each other to resolve the contested issues. If the project managers from the SFMTA and GSW are unable to resolve the dispute, the matter shall be forwarded to the Chief Financial Officer for the SFMTA and the Chief

Legal Officer for GSW. If they are unable to resolve the dispute, the Parties may mutually agree to pursue alternative dispute resolution, and shall share the expenses for such a process. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

N. Governing Law; Venue. The formation, interpretation and performance of this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement will be in San Francisco.

O. Headings. All article and section headings and captions contained in this Agreement are for reference only and will not be considered in construing this Agreement.

P. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties with respect to the SFMTA Project and naming of the platform and supersedes all other oral or written provisions.

Q. 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 will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

R. Successors; No Third-Party Beneficiaries. The terms of this Agreement will be binding upon, and inure to the benefit of, the Parties and their successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person or entity (other than the Parties and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

S. Survival of Terms. The obligations of the Parties and the terms of the following provisions of this Agreement will survive and continue following expiration or termination of this Agreement: Sections IV.B; V; VIII.A, D-F, L-S.

T. Further Assurances. From and after the date of this Agreement, each Party agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

U. Large Vehicle Driver Safety Training Requirements~~Error! Bookmark not defined.~~

1. GSW agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of GSW. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

2. By entering into this Agreement, GSW agrees that in the event GSW fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, GSW agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on GSW's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to GSW. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of GSW's failure to comply.

V. MacBride Principles–Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges

San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing on the signature page below, the person executing this Agreement on behalf of GSW acknowledges and agrees that he or she has read and understood this section.

This Agreement has been executed as of the date first noted above.

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION
AGENCY**

GSW ARENA LLC, a Delaware
limited liability company

By: _____
Edward D. Reiskin
Director of Transportation

By _____
Name: David Kelly
Title: Chief Legal Officer

**MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS**

By signing this Agreement, GSW
Arena LLC acknowledges that it has
read and understands Section VIII.U:
Large Vehicle Driver Safety Training
Requirements.

Resolution No: _____

Adopted: _____

Attest: _____
Roberta Boomer, Secretary

APPROVED AS TO FORM:
Dennis J. Herrera
City Attorney

**REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
Robin M. Reitzes
Deputy City Attorney

Mission Bay Campus

NAMING POLICY FOR SFMTA ASSETS

PURPOSE:

The SFMTA Board of Directors seeks to name and identify SFMTA stations in a way that clearly communicates the location to frequent, infrequent and prospective transit users and visitors to the area, and for other assets in a way that recognizes individuals who have made an extraordinary contribution to local public transportation.

POLICY:

For SFMTA Transit Stations and Stops

- The SFMTA's transit stations or stops need to be named in a way that clearly communicates the location to frequent, infrequent and prospective transit users and visitors to the area.
- The name should highlight the geographic location of the stop and be clearly understood by the general public and first responders, in the event of an emergency.
- It should reference a nearby intersection, street or cross street, neighborhood or well-known destination.
- In noteworthy situations, a commemorative name may be added to a portion of the asset, such as an entrance, waiting area or plaza. In such cases, an area may be named after an individual or group of individuals based on their achievements either at a local, state, or national level or because they have broadly recognized social, historical, cultural or political significance.
- The SFMTA will consider recommendations from the community but the SFMTA Board of Directors will make the final decision.
- The name will be recognizable as fitting and appropriate for the named asset.
- Stations should not be renamed unless the additional benefit to the transit patron clearly outweighs the inherent advantages of retaining the existing station name.
- Naming will be further evaluated within the broader context of the SFMTA's corporate brand and interests of relevant stakeholders.

For SFMTA's other physical facilities and assets, including operating and maintenance divisions, yards, shops, parking garages and lots, rolling stock or assets that are part of a transit station or stop.

- Consideration may be given to name such facilities after individuals or a group of individuals who have made an extraordinary contribution to local public transportation or based on their achievements either at a local, state, or national level or because they have broadly recognized social, historical, cultural or political significance.

Naming Rights/Sponsorships

- Any sponsorship should have a strong nexus between the naming rights sponsor and the asset.
- All naming rights proposals will be evaluated with customer navigation concerns in the forefront.
- Naming rights proposals will be further evaluated within the broader context of the SFMTA's corporate brand and interests of relevant stakeholders.
- The SFMTA may deny any proposal that violates any applicable ordinance, rule regulation or policy; is offensive, discriminatory or promotes a particular religion or political view; or is not in the best interests of the SFMTA and/or its customers.
- Any sponsorship will require a written agreement between the SFMTA and the naming rights sponsor and shall be for a minimum of ten years to ensure a long-term commitment.
- The agreement will include a provision that allows the SFMTA to terminate the agreement at the SFMTA's sole option.
- In addition to any revenue for the SFMTA, the naming rights sponsor shall pay for the all costs including, but not limited to, the re-naming of signs, maps, software and any other wayfinding tool.
- Sponsorships may be considered for rolling stock or other structural assets but not for transit stations.

APPROVAL:

- The SFMTA Board of Directors must evaluate and approve the naming of all SFMTA assets in accordance with the principles contained in this policy.
- The Paratransit Coordinating Council must approve the naming of any city-owned paratransit van.