

Memorandum of Understanding

Between the

San Francisco Municipal Transportation Agency

And

San Francisco Police Department

May 2009

SFMTA

Municipal Transportation Agency



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This Memorandum of Understanding (MOU) is entered into this _____ day of _____ 2009, between the San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco Police Department (SFPD).

Declaration

This memorandum of understanding memorializes the agreement between the SFMTA and SFPD to ensure a regular presence of sworn police officers on buses, light rail and other public transit vehicles, subway stations, transit shelters and other property and facilities under the jurisdiction of the SFMTA for the purposes of enhancing public safety, preventing crime, detecting criminal activity and assisting in the prosecution of offenses occurring on the Public Transit System. In furtherance of these purposes, this MOU addresses the assignment of a senior ranking member of the SFPD to be the Director of the Security and Enforcement Division of the SFMTA and the assignment of sworn officers to the SFPD's Muni Response Team. The MOU also includes policies, programs, procedures, management, prioritization of police activities, operational command and control, reporting, record keeping, budgeting, accounting, liability for claims and related administrative matters concerning the police services on or related to the Public Transit System; and, interdepartmental work orders to defray the additional costs of enhancing police services for the functions managed by the SFMTA.

This MOU also memorializes the agreement between the SFMTA and SFPD regarding: (1) the SFPD's enforcement of parking regulations and restrictions, including responding to complaints of blocked driveways, from 12 midnight until 6 a.m. until January 1, 2010, and (2) the SFPD's Taxi Detail and Taxi-related law enforcement.

Definitions

As used in this MOU, the following definitions shall apply:

"Approved Work Order Budget" means the annual budget for any subsequent Fiscal Year during the term of this MOU, for law enforcement, security and related police services of SFPD that are to be funded by the SFMTA through a work order or direct expenditure under this MOU, as approved by the Executive Director/CEO and SFMTA CFO.

"Chief of Police" means the Chief of Police of the San Francisco Police Department, or his or her authorized designee.

"City" means the City and County of San Francisco, a municipal corporation, and the San Francisco International Airport.

"Commanding Officer" means the sworn member of the San Francisco Police Department assigned by the Chief of Police to command the Traffic Company.

"Division of Taxis and Accessible Services" or "DTAS" shall mean the SFMTA division responsible for taxi regulation and communications with the Taxi Detail.

"Enforcement Plan" means the written plan to be agreed to by the parties for SFPD enforcement of laws and regulations related to the taxi industry.

"Executive Director/CEO" means the Executive Director/Chief Executive Officer of the San Francisco Municipal Transportation Agency (sometimes referred to as the Director of Transportation), or his or her authorized designee.

"Fiscal Year" means the annual period from July 1 through June 30.

"Initial Term" means the period July 1, 2007 through June 30, 2012.

"MOU" means this Memorandum of Understanding between the San Francisco Municipal Transportation Agency and San Francisco Police Department.

"MRT" means the Muni Response Team of the San Francisco Police Department.

"Night Parking Enforcement" means responses made by sworn SFPD officers between the hours of 12 midnight and 6 a.m. to complaints of blocked driveways and other illegally parked vehicles.

"Officer in Charge" means the sworn member of the San Francisco Police Department assigned by the Chief of Police to command a unit or team (i.e. Muni Response Team, Taxi Enforcement, Traffic Company platoon). This is usually a lieutenant, or sergeant.

"Paratransit Broker" means the SFMTA contractor that manages the SFMTA's paratransit program that provides transportation to pre-qualified individuals based on disability.

"Permit Holder shall mean any person, business, firm, partnership, association or corporation which holds any permit issued or regulated by the SFMTA to drive, operate or cause to be operated any motor vehicle for hire or to operate any business that provides taxi service pursuant to Article 1100 of the San Francisco Transportation Code, and any agent of such Permit Holder including, but not limited to, any owner, manager, employee or lessee of said Permit Holder.

"Public Transit System" means the buses, light rail and other public transit vehicles, subway stations, transit shelters and other property and facilities under the jurisdiction or control of the San Francisco Municipal Transportation Agency or its agents.

"Security and Enforcement Division" means the Security and Enforcement Division of the San Francisco Municipal Transportation Agency, or successor division or unit of the SFMTA, having primary responsibility for parking enforcement, transit fare payment compliance, video surveillance, Muni Response Team coordination and support, homeland security initiatives, security of SFMTA facilities (including contract administration for security services), investigations, training, the San Francisco Municipal Transportation Assistance Program (SFMTAP), SFMTA's participation in the National Explosive Detection Canine Program Team (NEDCPT) and coordination of public transit security needs with local, state, regional and federal agencies (including but not limited to the Metropolitan Transportation Commission (MTC), Bay Area Rapid Transit District (BART), American Public Transit Association (APTA), S.F. Department of Emergency Management, Department of Justice California Anti-Terrorism Information Center (CATIC), Department of Homeland Security, Federal Transit Administration, California Public Utilities Commission, and Transportation Security

Administration) or any subset of these that includes law enforcement functions performed by peace officers.

"Security and Enforcement Director" means the Director of Security and Enforcement Division for the San Francisco Municipal Transportation Agency, or person in any successor position, or his or her authorized designee or any other individual responsible for any aspect of security and enforcement functions in the SFMTA.

"SFMTA" means the Municipal Transportation Agency of the City and County of San Francisco.

"SFMTA CFO" means the Chief Financial Officer/Director of Finance of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA COO" means the Chief Operating Officer/Director of Municipal Railway Operations of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA CSO" means the Chief Safety Officer/Director of Transportation Safety of the SFMTA or any successor position, or his or her authorized designee.

"SFMTA Director of Parking and Traffic" means the Director of Parking & Traffic of the SFMTA or any successor position, or his or her authorized designee.

"SFPD" means the San Francisco Police Department of the City and County of San Francisco.

"SFPD CFO" means the Chief Financial Officer of the San Francisco Police Department or any successor position, or his or her authorized designee, or person in any successor position.

"Taxi Detail" means the SFPD staff assigned to coordinate with the SFMTA to address Taxi issues.

"Traffic Company" means the members of the SFPD specifically assigned to a company (division) whose primary function is traffic management and enforcement in the City and County of San Francisco.

Article I - General Provisions

1.1 Initial Term; Extension Option. Unless terminated sooner as provided in Section 1.2 or modified by written agreement of the SFPD and SFMTA signed by the Chief of Police and Executive Director/CEO, the initial term of this MOU shall be retroactive to July 1, 2007 and shall extend through June 30, 2012. The parties may extend the term of this MOU for either: (1) an additional five-year period commencing July 1, 2012 and ending June 30, 2017, which extension may be executed at any time during the Initial Term prior to January 1, 2012; or (2) up to five consecutive one-year periods, which extensions must be executed at least ninety (90) days prior to the end of a Fiscal Year for the subsequent Fiscal Year beginning with Fiscal Year 2013. Such

extension(s) shall be in writing and signed by the Chief of Police and Executive Director/CEO.

1.2 Termination. Either the Chief of Police or the CEO/Executive Director may unilaterally terminate this MOU in writing to the other party. Termination of this MOU under this section shall be effective upon the date set forth in the written notice, which date shall be no earlier than ninety (90) calendar days from delivery of the notice to the other party.

1.3 Modification; Waiver; Extension. This Agreement may not be modified, the term extended, nor may compliance with any of its terms be waived, except by written instrument executed by the Chief of Police and Executive Director/CEO.

1.4 Acceptance of Supporting Documentation and Approvals. The acceptance of supporting documentation and approvals that are authorized or required under this MOU may not be unreasonably withheld.

1.5 Invoices and Work Orders; Compliance with City's Requirements. All invoices or other requests for draws upon work orders submitted by the SFPD under this MOU, and supporting documentation, must be in a form acceptable to the SFMTA CFO and must include a unique invoice number. All work orders under this MOU, supporting documentation, invoices and requests for draws upon such work orders shall comply with the City's rules, regulations and procedures for interdepartmental work orders.

1.6 Delegation of Authority. Any delegation of authority to act as the "authorized designee" of the Chief of Police, Commanding Officer, Executive Director/CEO, Security and Enforcement Director, SFMTA CFO or SFPD CFO, under this MOU, shall be in writing indicating the term of the delegation and executed by the principal on whose behalf the designee is authorized to act, and a copy thereof transmitted to the Chief of Police and the SFPD CFO, or to the Executive Director/CEO and SFMTA CFO, as appropriate. Any conditions or limitations on the authority delegated to the designee shall be set forth in the written delegation.

1.7 SFMTA's Payment Obligation. Except as otherwise provided herein, SFPD shall invoice SFMTA and SFMTA shall pay for only expenses authorized by this MOU and consistent with applicable law, and actually incurred by the SFPD.

It is further agreed that SFPD will charge the SFMTA for direct services requested by the SFMTA Executive Director/CEO and provided to the SFMTA. This shall include the full cost of services including salaries, fringe benefits, and other related direct costs. The SFPD will charge the SFMTA for direct costs only.

1.8 Liability of SFMTA and SFPD. Notwithstanding any other provision of this MOU, any third party claim against the City for general, special, consequential, indirect, or incidental damages arising out of the conduct of a SFPD employee, officer, or staff member shall be considered a claim against the SFPD, and not the SFMTA, regardless of whether the SFPD employee, officer or staff member was performing work on behalf of the SFMTA under this MOU.

Further, the SFMTA assumes no liability for any loss, cost, damage, injury, liability, worker's compensation, disability or claim thereof for injury to, or death of, a SFPD employee, officer, or staff member except to the extent that it arises from the SFMTA's sole negligence. In addition, the SFMTA assumes no liability for any loss, cost, damage, injury, liability or claims arising from the SFPD's use of facilities or equipment provided by the SFMTA except to the extent that it arises from the SFMTA's sole negligence.

Article II - SFMTA Security and Enforcement Division

2.1 Security and Enforcement Director; Assignment to SFMTA. The Chief of Police will assign a senior ranking member of the SFPD, to the SFMTA, acceptable to the Executive Director/CEO, to supervise all law enforcement functions covered by this MOU and, at the discretion of the Executive Director/CEO, to manage the SFMTA's Security and Enforcement Division. Except for temporary assignments under Section 2.7, any member of the SFPD assigned to be the Security and Enforcement Director shall hold the rank of Commander or higher.

2.2 Security and Enforcement Director; Responsibilities. The Security and Enforcement Director shall be responsible for the development, implementation, management, and monitoring of SFMTA's law enforcement programs, functions and activities and any other security or public safety functions the Executive Director/CEO may assign. The Security and Enforcement Director must spend at least 95% of his or her time working on SFMTA assignments. The Security and Enforcement Director shall be responsible for the management and supervision of SFMTA employees, agents and contractors related to such programs, functions and activities. With respect to the Executive Director/CEO's responsibilities as the appointing officer for the SFMTA, the Security and Enforcement Director shall exercise those powers comparable to those delegated to other Directors by the Executive Director/CEO. The SFMTA may reorganize the Security and Enforcement Division to add, remove or otherwise modify the law enforcement, security, public safety and other programs, functions and activities administered by the division. The Executive Director/CEO shall retain full discretion to assign additional responsibilities to the Security and Enforcement Director, and to assign to any person or reassign from the Security and Enforcement Director responsibility for any existing or future program, function or activity administered by the division, unless (1) by law it may be performed only by a "peace officer" as defined in Penal Code §§830.1 *et seq.*, or (2) under Charter §§4.127 or A8.343, it may be performed only by the Police Commission or Chief of Police.

2.3 Employment Status; Peace Officer Status. The Security and Enforcement Director will remain a sworn member of the SFPD, and will continue to be subject to all relevant rules, regulations, policies and procedures of the SFPD during his or her tenure as Security and Enforcement Director. The legal rights and duties relating to the Security and Enforcement Director's employment with the City as a sworn member of the SFPD will continue to be governed by the City's memorandum of understanding with the San Francisco Police Officers' Association and applicable law, including but not limited to the Public Safety Officers Procedural Bill of Rights Act (California Government Code §§3300 *et seq.*) and Chapter 4.5 of Title 3 of the California Penal Code. The Security and Enforcement Director will maintain in good standing his or her status as a peace officer as provided under California Penal Code §§830 *et seq.* and other applicable law.

2.4 Security and Enforcement Director to Serve At-Will of SFMTA and SFPD; Replacement of Security and Enforcement Director. The Security and Enforcement Director is a member of the SFPD command staff, appointed by the Chief of Police, and assigned to the SFMTA to serve in the capacity of Security and Enforcement Director. The Chief of Police and the Executive Director/CEO shall mutually agree as to the selection of the Security and Enforcement Director. The Chief of Police after consultation with the Executive Director/CEO may move or change this assignment to better meet the needs of the SFPD. Absent exigent circumstances the Chief of Police will give notice to the Executive Director/CEO thirty (30) days prior to any such change so that a successor Security and Enforcement Director can be identified. If the Executive Director/CEO objects to the selection of the Security and Enforcement Director, the Executive Director/CEO may submit a written request to replace the Security and Enforcement Director to the SFPD and forward a copy to the Mayor's Office. The Chief of Police will assign a new Security and Enforcement Director acceptable to the SFMTA as soon as practicable, and no later than twenty (20) days after receipt of the written request from the Executive Director/CEO to replace the Security and Enforcement Director, or to fill a vacancy in the position. A request for replacement and the assignment of a new Security and Enforcement Director is a management prerogative of the SFMTA and shall not be deemed to be disciplinary action or an adverse employment decision for any purpose. The failure of the Chief of Police and Executive Director/CEO to agree on an individual to be assigned as Security and Enforcement Director for a period of sixty (60) days from receipt of the Executive Director's written request shall automatically terminate Article II of this MOU without affecting any other Article of this MOU unless mutually agreed to by the SFPD and SFMTA.

2.5 Security and Enforcement Director Under Command of Chief of Police. On a daily basis, the Security and Enforcement Director shall report to the respective SFMTA executive overseeing these responsibilities but shall remain under the command and supervision of the Chief of Police with respect to SFPD functions. The Security and Enforcement Director shall report to and take assignments from the Executive Director/CEO with respect to SFMTA functions. The SFMTA and Executive Director/CEO shall have no authority to discipline the Security and Enforcement Director, and shall promptly refer any complaints or concerns concerning the Security and Enforcement Director's performance or conduct to the Chief of Police.

2.6. Full-Time Assignment. The assignment of the Security and Enforcement Director shall be on a full-time basis.

2.7. Regular Work Schedule; Time Off; Temporary Replacement. The Security and Enforcement Director's regular work schedule shall be determined by the Executive Director/CEO, in consultation with the Chief of Police, to meet the needs of the assignment. The Security and Enforcement Director will report significant deviations from the regular work schedule to the SFPD Administration Bureau and to the SFMTA, in advance, if possible. The Security and Enforcement Director's use of discretionary time-off is subject to the prior approval of the Chief of Police, and advance written notice shall be provided to the Executive Director/CEO whenever practicable. At the request of the Executive Director/CEO, the Chief of Police will attempt to make available another senior ranking officer to assist with law enforcement matters. The SFMTA will work order to the SFPD funding to reimburse the SFPD for the direct costs of salary and

benefits for the senior ranking officer upon receipt of documentation of such costs acceptable to the SFMTA CFO.

2.8. Equipment. The SFPD will provide the following equipment to the Security and Enforcement Director at no additional cost to the SFMTA: a vehicle, fuel, a Blackberry or other mobile communications device capable of sending and receiving electronic mail, a cellular telephone, firearm, and such other equipment as is ordinarily provided to members of the SFPD command staff. The SFMTA may require the Security and Enforcement Director to carry additional equipment, the cost of which will be borne by the SFMTA and which must be returned to the SFMTA when requested, at the termination of this MOU, or upon the replacement of the Security and Enforcement Director. The Security and Enforcement Director will adhere to SFMTA's policies and procedures when using SFMTA equipment and will be responsible for maintaining the equipment in good working order.

2.9. Premium Pay Reimbursement. The SFMTA will reimburse the SFPD for any premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of the Security and Enforcement Director's regular pay, provided that such premium pay is attributable to services rendered within the course and scope of the Security and Enforcement Director's duties under this MOU. The SFPD will provide the SFMTA CFO with supporting documentation justifying the hours worked and the reasons for premium pay acceptable to the SFMTA CFO.

2.10. Work Order; Reimbursement for Security and Enforcement Director's Services in FY2006/2007, FY2007/2008 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD funding to reimburse the SFPD for the direct costs of salary and benefits paid to the Security and Enforcement Director during the Fiscal Years indicated, upon receipt of documentation of such costs acceptable to the SFMTA CFO. This reimbursement will be for the actual personnel costs of the Security and Enforcement Director, consistent with payroll records, the Annual Salary Ordinance, and the provisions of the MOU between the SFPD and the San Francisco Police Officers' Association.

2.11 Supporting Documentation. The SFPD shall submit at intervals no less often than quarterly, accounting records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to the Security and Enforcement Director for services performed within the course and scope of this MOU, as may be reasonably required by, and are acceptable to, the SFMTA CFO. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and benefits costs, and all other charges, relating to the assignment of the Security and Enforcement Director.

2.12 Office Space; Clerical Support; Travel and Incidental Expenses. The SFMTA will provide the Security and Enforcement Director with an office. The SFMTA shall provide the Security and Enforcement Director with clerical and administrative support the SFMTA, in its sole discretion, deems necessary for the Security and Enforcement Director to perform his or her duties under this MOU. The SFMTA will reimburse the Security and Enforcement Director for reasonable travel and incidental expenses consistent with the rules, regulations and procedures for travel and official business expense reimbursements established by the City, provided (i) the Security and Enforcement Director has received the prior approval of the Executive Director/CEO for

such expenses, (ii) the Security and Enforcement Director submits supporting documentation of such expenses actually incurred acceptable to the SFMTA CFO and (iii) in compliance with the City's rules and regulations.

2.13 Quarterly Activity Reports. The Security and Enforcement Director will provide quarterly reports to the Chief of Police, the Executive Director/CEO, the SFMTA COO, and the SFMTA CSO summarizing the law enforcement activities that relate to the Public Transit System. The quarterly reports shall include, but not necessarily be limited to, information on the date, time, duration, location and actions taken on incidents on the Public Transit System, to which SFPD officers responded or that were reported to the SFPD.

2.14 Termination for Convenience. For the convenience of the parties, and without cause or agreement of the other party, either the Chief of Police or the Executive Director/CEO may terminate Article II of this MOU and the assignment of a senior ranking member of the SFPD to the position of Security and Enforcement Director without affecting the other Articles of this MOU. The party terminating the assignment under this section shall give not less than thirty days written notice to the other party. Termination of the assignment pursuant to this section shall not affect the ability of the parties to terminate this MOU pursuant to Section 1.2 or to exercise any other right under this MOU, or to modify this MOU by mutual written agreement.

Article III - Augmentation of Police Services on Public Transit System

3.1 Assignment of Additional Sworn Officers to Augment Muni Response Team ("MRT"). In furtherance of the purposes identified in the Declaration, the SFPD has established the MRT dedicated to law enforcement, security and related police services on and for the Public Transit System. During the term of this MOU, the SFPD shall maintain the staffing levels for the MRT set forth below. The parties agree that the MRT and dedication of sworn officers to provide police services dedicated to the Public Transit System are additional law enforcement services requested by the SFMTA and supplement existing general law enforcement services already provided by the SFPD to ensure public safety.

The SFPD shall assign one (1) supervising sergeant and twelve (12) police officers to the MRT. Of the thirteen (13) total SFPD members assigned to the MRT:

- Four police officers shall be K-9 officers.
- One squad shall consist of a sergeant and eight officers.

3.2 Reimbursement of SFPD's Costs for MRT; Overtime and Premium Pay Reimbursement; Reimbursement of Other Costs. The SFMTA will reimburse the SFPD for the direct costs of salary and benefits at regular rates paid to the actual SFPD members assigned to the MRT for services rendered within the course and scope of this MOU. The SFMTA will reimburse the SFPD for any overtime or premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of regular pay, provided that such overtime or premium pay is attributable to services rendered within the course and scope of their duties under this MOU and such overtime or premium pay was either (1) in the opinion of the Commanding Officer necessary for the immediate protection of the Public Transit System or persons on the Public Transit System, or (2) authorized in writing by the Executive Director/CEO, SFMTA CFO or Security and Enforcement Director. The

SFPD will provide the SFMTA with supporting documentation for the hours worked by MRT members and the reasons for overtime or premium pay, if any, acceptable to the SFMTA CFO. The SFMTA's reimbursement of SFPD's costs that are not direct personnel costs shall be made only as set forth in the Approved Work Order Budget, consistent with the procedures and fiscal provisions in Article IV of this MOU.

3.3 Work Order; Costs of Muni Response Team for FY2007/2008 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD an amount set forth in Appendix A to reimburse the SFPD for the costs of the MRT during the Fiscal Years ending June 30, 2008 through June 30, 2009, and the amount set forth in the Approved Work Order Budget for any subsequent Fiscal Year covered by this MOU. The SFPD will submit accounting records, invoices and documentation supporting reimbursement of such costs, at intervals no less often than quarterly, as may be reasonably required by, and are acceptable to, the SFMTA CFO, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to all records, invoices and documentation supporting reimbursement of the SFPD's costs of the MRT required under this section. The data and documentation required by this section and shall be incorporated into the quarterly reports required by Section 4.10.

Article IV - Administration and Additional Responsibilities

4.1 Incident Information. The SFMTA COO will provide the SFPD with bi-weekly reports providing information and records regarding criminal activity, accidents, law enforcement, security, public safety and related incidents occurring in or on the Public Transit System. The SFPD will not disclose such information or records to third parties for non-law enforcement purposes without the SFMTA's prior consent unless the SFPD has a legal obligation to do so. The SFPD will notify SFMTA of the disclosure, and will do so in advance whenever possible.

4.2 Service Priorities. The SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic, in conjunction with the SFPD, will develop public safety, law enforcement, security and policing priorities that specifically describe the additional law enforcement services and activities the SFMTA will require. The Commanding Officer or his/her designee will participate in developing these public safety and policing priorities.

4.3 Public Safety Outreach. The SFMTA will develop public safety outreach programs with the assistance of the SFPD. These programs will include on-board public safety advertisements, emergency procedures for both the public and the SFMTA, and development of audio/visual media for the press. The costs for any such program will be paid by the SFMTA.

4.4 Training Programs. The SFMTA will develop public safety, security, enforcement and other training programs for SFMTA personnel, including line inspectors and managers, with input and participation from SFPD.

4.5 Regular Staff Meetings. Appropriate personnel from the SFMTA, including the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic, and the SFPD shall hold regular staff meetings to address the additional SFPD services and activities under this MOU to further the purposes described in the Declaration.

4.6 K-9 Costs. The SFMTA shall reimburse the SFPD for costs incurred for the transportation, board and care for four K-9 police officers' dogs assigned to the SFMTA, including, but not limited to, appropriately equipped vehicles, food, veterinarian services, and kenneling from grant funds. If grant funds are no longer available, the SFMTA and SFPD will mutually negotiate the funding and continuation of the K-9 dogs. Sections 1.5 and 7.5 shall apply to supporting documentation for reimbursement of such K-9 costs, including any temporary redeployment of K-9 officers. There shall be a *pro rata* reduction of SFMTA's obligation to reimburse the SFPD for such K-9 costs for any temporary redeployment of K-9 officers. The SFMTA CFO shall be responsible for calculating any such reduction.

4.7 Command of MRT. The MRT shall be under the Officer-in-Charge. The Officer-in-Charge shall be under the command of and shall confer with and coordinate MRT activities with the Security and Enforcement Director. The MRT program shall be housed at the SFMTA's Security office, currently located at 875 Stevenson Street, Room 204 or any new location. The MRT shall provide a level of law enforcement services necessary to reduce criminal activity and ensure public safety and security on the Public Transit System as determined by the Security and Enforcement Director.

4.8 MRT to Support SFMTA Priorities; Redeployment. The MRT shall provide law enforcement services to support the SFMTA's public safety and policing priorities, including the SFMTA's proof of payment ("POP") program. The MRT shall respond to POP deployment requests, as needed, throughout the Public Transit System. The assignment of SFPD personnel to the MRT shall be determined by the Officer-in-Charge. In deploying SFPD personnel, the Officer-in-Charge may consider any law enforcement practices and information the Officer-in-Charge deems relevant. The Officer-in-Charge shall notify the Security and Enforcement Director of any redeployment of MRT personnel as soon as it is reasonably possible and shall indicate the hours of any such redeployment. The Officer-in-Charge shall confer with the Security and Enforcement Director on a bi-weekly basis, or more frequently if requested by the Security and Enforcement Director, regarding MRT activities and any anticipated redeployment of MRT personnel. If MRT personnel are redeployed, SFMTA will not be responsible for payment for services of the redeployed personnel during the period of any redeployment.

4.9 MRT; Planning; Weekly Activity Reports. The Officer-in-Charge shall develop plans and policies to address crime and other law enforcement issues related to the Public Transit System, which shall respond to information provided at program monitoring meetings. Upon request, the Officer-in-Charge shall provide the Security and Enforcement Director or his/her designee with daily schedules from the Captain's morning report for SFPD personnel assigned to the MRT. The Captain's morning report shall include the police officer's assignment, details and redeployment, if any. These reports will be shared with the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic at their request.

4.10. MRT; Quarterly Reports. The Officer-in-Charge will maintain statistics from the Captain's Morning Reports made by SFPD personnel assigned to the MRT. These statistics shall be summarized in quarterly reports prepared by the Officer-in-Charge and provided to the Executive Director/CEO, SFMTA CFO, SFMTA COO, SFMTA CSO, SFMTA Director of Parking and Traffic and Security and Enforcement Director by the 15th of April, July, October and January of each calendar year. The

quarterly reports will also include the number, location, and type of incidents encountered and the action taken by MRT and other SFPD personnel. The quarterly reports, as listed in Appendix B, shall be in a form acceptable to the SFMTA CFO. The requirements of Section 7.5 of this MOU shall apply to the quarterly reports and all morning reports and other records, reports, and data (including records and data stored in electronic format) upon which the quarterly reports are based.

4.11 Assistance for Special Events. The Officer-in-Charge shall ensure that the MRT assists the SFMTA during all special events, including but not limited to New Year's Eve, July 4th, Halloween, and sporting events.

4.12 Agreements with Other Agencies. The SFMTA may enter into agreements with other City departments, governmental agencies or private firms deemed appropriate by the Executive Director/CEO for public safety and the security of the Public Transit System. SFMTA will consult with the SFPD regarding any agreements reasonably anticipated to impact the SFPD's delivery of police services to the SFMTA.

4.13 Use of SFMTA-Funded Equipment. The SFPD shall use all equipment funded by the SFMTA only for services related to the Public Transit System. SFPD will be responsible for the safety and condition of the equipment while in the possession of or issued to SFPD personnel. If any of the equipment is damaged or removed by SFPD personnel, the SFPD will be responsible for payment to SFMTA for replacement of the equipment. SFMTA may deduct such amounts from the work order for the current Fiscal Year or the following Fiscal Year.

4.14 Crime Analysis. SFPD will provide the SFMTA with Part I and Part II of its crime statistics and analysis for the Public Transit System. This report will be provided to the Executive Director/CEO, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic by the 15th business day of each month. The report, as listed in Appendix B, shall be in a form acceptable to the SFMTA CFO.

4.15. Bus Inspection Program. Officers assigned to the SFPD Field Operations Bureau will be responsible for conducting SFMTA vehicle inspections and patrols in and around SFMTA Muni Metro stations and in the vicinity of other SFMTA facilities. The SFPD Field Operations Bureau will be responsible for implementation of a revised Bus Inspection Plan ("BIP") that incorporates deployment of resources consistent with crime analysis which identifies specific crime patterns. The SFPD Field Operations Bureau, in consultation with the Security and Enforcement Director, SFMTA COO, and SFMTA CSO, will also coordinate effective deployment of SFPD resources resulting from community complaints and operator concerns. The SFPD Field Operations Bureau will be responsible for maintaining statistics for citywide bus inspections and bus inspections in each respective police district. SFPD district stations will be responsible for conducting plainclothes enforcement operations on specific SFMTA bus lines as deemed necessary by the District Commanding Officer, with input from the Security and Enforcement Director.

4.16 Training. The Officer-in-Charge shall provide individual and unit training for SFPD personnel assigned to the MRT, as well as supply SFPD personnel assigned to the MRT with all necessary equipment, support, and resources necessary to improve the quality, efficiency and productivity of the MRT.

4.17 Training; continued. SFPD personnel assigned to the MRT shall participate in training offered by the Security and Enforcement Director and SFMTA Security and Enforcement Division and/or the SFMTA COO and SFMTA CSO as directed by the Officer-in-Charge.

4.18 Equipment. The SFPD shall provide for all SFPD personnel assigned to the MRT the same equipment as provided to any other similar SFPD employee. The SFPD shall provide at least six (6) marked and two (2) unmarked vehicles for use by SFPD personnel assigned to the MRT.

4.19. Program Monitoring and Review. On a monthly basis, the Security and Enforcement Director, SFMTA COO, SFMTA CSO, SFMTA Director of Parking and Traffic, MUNI Operations personnel, TWU Local 250-A officers, other appropriate SFMTA personnel, the Officer-in-Charge or his/her designee, and designated SFPD Field Operations Bureau personnel shall meet for the purpose of reviewing, discussing, and resolving any issues covered by this MOU. The meetings shall discuss crime patterns, deployment of SFPD personnel, and any other issues relevant to MRT operations. At the meetings, SFPD personnel will make recommendations to SFMTA personnel on ways to reduce incidence of criminal activity and improve public safety and security on the Public Transit System.

4.20. Program Monitoring and Review; continued. The Security and Enforcement Director, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic will bring any issues or concerns regarding MRT activities and effectiveness to the attention of the Officer-in-Charge in writing, including any performance-related matters regarding SFPD personnel assigned to the MRT. SFPD will review any request to replace personnel assigned to the MRT and provide a written response to the Security and Enforcement Director or Executive Director/CEO within thirty (30) working days of receipt of such request.

4.21. Program Monitoring and Review; continued. During the last quarter of each Fiscal Year, as part of the annual budget process, the Chief of Police shall meet with the Executive Director/CEO and such SFMTA executive staff as the Executive Director deems appropriate to discuss and resolve any issues regarding SFPD's law enforcement services provided under this MOU.

4.22 Transit System Safety and Security Maintenance of Effort. In order to ensure a safe and secure Public Transit System, SFPD District Captains shall provide ongoing law enforcement services on the Public Transit System as part of the Community Policing and BIP programs. SFPD police officers shall continue to respond to reports of crimes and other criminal activity on the Public Transit System. It shall be the responsibility of each SFPD District Captain to ensure reasonable compliance with this requirement and to report about the frequency of BIP program enforcement within his or her assigned district. In addition, SFPD District Captains shall report on BIP program enforcement as part of his or her regular status reports to community groups, the media, and other interested parties.

4.23 MRT Community Outreach. The Officer-in-Charge and the Security and Enforcement Director and other SFMTA Executive Staff will coordinate community outreach efforts for the MRT.

4.24 Police Academy Training. The Police Academy Officer-in-Charge shall develop information and materials to be provided to police officer recruits regarding law enforcement services provided by the SFPD to the SFMTA. The Security and Enforcement Director, SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic shall review these documents and may provide comments and suggestions to the Police Academy Officer-in-Charge in writing.

4.25 Investigations. The SFPD is responsible for the investigation of all crimes and other law enforcement related matters that occur on the Public Transit System except those under the jurisdiction of and being investigated by the Federal Transit Administration or other federal law enforcement agency.

4.26 Investigations; Analysis. The Officer-in-Charge will analyze pertinent data on crimes and incidents occurring on the Public Transit System with the objective of enhancing the effective deployment of SFPD personnel and reducing criminal activity.

4.27 Internal Investigations. The SFPD will assist SFMTA staff in conducting investigations of potential criminal activity by SFMTA employees. The SFPD shall be the lead agency in such investigations.

4.28 Magazine Facility. The SFPD, SFMTA, and TSA Canine will continue to coordinate the usage and maintenance of the magazine facility.

4.29 Transit Security Enhancement Program. Joint efforts shall be coordinated between the Transit Security Administration ("TSA"), SFPD, and SFMTA to deploy TSA personnel in transit facilities or on transit vehicles to provide enhanced security for the transit system. The Security and Enforcement Director or the SFMTA CSO shall request coordination of the Transit Security Enhancement Program operations thirty (30) days prior to a planned or anticipated event. The SFMTA shall cover the SFPD's costs of deployment, including overtime expenses for SFPD personnel assigned to liaison and supervise Transit Security Enhancement Program teams at the rate of one SFPD supervisor for each seven (7) person Transit Security Enhancement team if other MRT personnel are not available to be utilized. Each Transit Security Enhancement Program operation will be reviewed on a case by case basis to determine appropriate staff deployment.

Article V - Night Enforcement of Parking Regulations

5.1 Night Enforcement of Parking Regulations by SFPD. Due to the limited number of parking control officers scheduled to work at night, SFPD officers will respond between the hours of 12 midnight and 6 a.m. to complaints of blocked driveways and other violations of parking regulations for which the vehicle complained of, if parked in violation of applicable parking regulations, may be towed ("Night Parking Enforcement"). On December 31, 2009, the SFMTA will assume responsibility for enforcement of Night Parking Enforcement and SFPD enforcement will no longer be required. At that time, Article V will no longer remain in effect.

5.2 Reimbursement. The SFMTA will reimburse the SFPD for the costs of Night Parking Enforcement on an "average cost per call" basis as provided in this MOU. The SFPD will bill the SFMTA for the actual number of responses to complaints of blocked driveways and other illegal parking made during the relevant billing period.

5.3 Quarterly Billing Statements. Requests from the SFPD to the SFMTA for reimbursement of Night Parking Enforcement costs shall be set forth in quarterly billing statements supported by a written report that tallies the number of responses during the quarter covered by the statement and provides, at a minimum, the following information for each response for which SFPD requests reimbursement: date, time of dispatch, call type (Nos. 409, 586, 587 & 588), unit designation, location (by street address), disposition and such other information as the SFMTA CFO may reasonably request to justify SFPD's request for reimbursement. The billing statement and supporting report shall be in substantially the same form as the sample set forth in Appendix B.

5.4 Reimbursement Rate; Annual Cap on Total Reimbursement. The rate at which the SFMTA will reimburse the SFPD for the costs of Night Parking Enforcement will be the then prevailing hourly rate of pay for two Q4 police officers, including night differential and benefits costs, for 20 minutes per call response. The total reimbursement for all responses made during a Fiscal Year shall not exceed the amount in the Approved Work Order Budget and corresponding work order for such Fiscal Year regardless of the actual number of responses to calls made during the Fiscal Year. The SFPD will continue its Night Parking Enforcement efforts in the event the estimated costs in the Approved Work Order Budget and amount of the work order in any given Fiscal Year are insufficient to cover SFPD's costs for that year. The SFPD shall provide a breakdown of the hourly rate, night differential and benefits costs for Q4 officers as of the date of execution of this MOU, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The SFPD will promptly notify the SFMTA CFO of any new or amended agreement with the San Francisco Police Officers Association that changes the pay rate for Q4 police officers from the rates set forth in the appendix.

5.5 Work Orders for Night Parking Enforcement Services. The SFMTA will work order to the SFPD the amount set forth in Appendix A to reimburse the SFPD for Night Parking Enforcement during the periods indicated, upon receipt of documentation of such costs acceptable to the SFMTA CFO:

- for the period between December 1, 2006 and June 30, 2007 (The SFMTA will be under no obligation and the SFPD will not request any additional amounts from SFMTA for such services rendered prior to December 1, 2006.)
- to reimburse SFPD for costs incurred for Night Parking Enforcement during the Fiscal Year ending June 30, 2008.
- the amount set forth in the Approved Work Order Budget to reimburse the SFPD for the costs of the Night Parking Enforcement during the Fiscal Year ending June 30, 2009.
- to reimburse the SFPD for costs incurred for Night Parking Enforcement from July 1, 2009 through December 31, 2009.

Article VI - Taxi Detail and Taxi-Related Law Enforcement

6.1 Scope and Priority of Enforcement. SFPD shall provide law enforcement services to address violations of the San Francisco Police Code, the San Francisco

Transportation Code, and any other local, state or federal law applicable to the operation of motor vehicles in the City that is violated by any Permit Holder or by any person or entity illegally providing taxi service within the City, including prevention and detection of crimes, infractions, and San Francisco Transportation Code violations. The parties acknowledge and agree that during the 2009-2010 fiscal year, the SFMTA will endeavor to undertake the administrative functions currently performed by the Taxi Detail, including processing lost property, new driver applications and public complaints.

6.2 Enforcement Plan. After execution of this MOU, the SFMTA and the Chief of Police and the Director of DTAS shall prepare a written Enforcement Plan identifying enforcement tasks and priorities for the purpose of this Article VI and setting forth by percentage how enforcement time will be spent by individual personnel.

6.3 Enforcement Priorities. For the purpose of this Article VI, the SFPD's enforcement efforts shall be prioritized in accordance with a) the Enforcement Plan, and b) the needs identified by the Taxi Detail's Officer in Charge, in that order of precedence.

6.4 Fiscal Oversight. SFPD shall supervise and manage SFPD personnel in a cost-effective manner to provide enforcement of taxi-related laws and regulations in a manner that meets the SFMTA's law enforcement needs as identified by the Enforcement Plan and by the SFMTA through the Taxi Detail.

6.5 Assignment of Personnel to Taxi Detail. SFPD shall assign and the SFMTA shall provide funding for the Taxi Detail positions listed in this Section. SFPD shall notify SFMTA in writing of the names and ranks of assigned individuals prior to their assignment. The SFMTA may request in writing the removal of any assigned personnel for demonstrated performance problems or failure to comply with the Enforcement Plan or this MOU. Personnel assigned to the Taxi Detail shall include:

6.5.1 One quarter of a Lieutenant's position to oversee the Taxi Detail and law enforcement activities by SFPD personnel not assigned to the Taxi Detail.

6.5.2 One Officer-in-Charge of at least the rank of sergeant.

6.5.3 At the SFMTA's option, one police officer in Q2 through Q4 rank and scheduled to work a weekday business hour shift that meets the needs of both the SFMTA and SFPD and is consistent with the terms of the MOU between the SFPD and POA.

6.5.4 One civilian office clerk.

6.5.5 In the event that personnel assigned to the Taxi Detail leave the SFPD or are reassigned or are unavailable for assignment for a period longer than two weeks, the SFPD shall make best efforts to fill vacant and unavailable positions within the Taxi Detail. Alternatively, the parties may mutually agree on a plan to convert the unspent Taxi Detail funds to overtime.

6.6 Command Structure and Communications Protocol.

6.6.1 To ensure clear and current communications, the Officer-in-Charge, through the chain of command, shall inform the SFMTA, in advance if possible, of any change in assignment lasting more than five business days. The SFMTA shall inform the Officer-in-Charge of any change in DTAS Director lasting more than five business days.

6.6.2 The Lieutenant-in-Charge shall meet regularly with SFMTA, on a mutually agreed upon schedule, to discuss past performance and future planning of taxi-related law enforcement operations conducted pursuant to this Article VI.

6.6.3 The Officer-in-Charge, through the chain of command, shall immediately notify SFMTA of any arrests referred to Taxi Detail, or any information related to any public safety risk within the taxi industry, or which is deemed newsworthy by the Officer-In-Charge.

6.6.4 The Taxi Detail Officer-in-Charge shall report to the Lieutenant-in-Charge. The Lieutenant-in-Charge shall report to the Security and Enforcement Director.

The Security and Enforcement Director will meet with the Lieutenant-in-Charge on a regular basis to discuss overall planning, training and enforcement activity. SFMTA taxi concerns will be the focus of these meetings.

The Lieutenant-in-Charge of the Taxi Detail will meet with the Taxi Detail Officer-in-Charge to ensure that the enforcement activity is sufficiently addressing the needs of the SFMTA. Strategies to address SFMTA taxi concerns will be discussed, planned and approved by the Lieutenant-in-Charge of the Taxi Detail.

Implementation of enforcement strategies will be performed and tracked by the Taxi Detail Officer-in-Charge. The daily operations and personnel assignments of the Taxi Detail shall be the responsibility of the Taxi Detail Officer-in-Charge.

6.7 Use of Non-Taxi Detail Personnel. SFPD will take reasonable steps to provide sufficient sworn and non-sworn personnel to provide for SFMTA enforcement needs as identified through mutual agreement by the SFMTA and the Officer-in-Charge, including but not limited to the following functions:

6.7.1 Active street patrols, including foot, mobile and undercover patrols.

6.7.2 Attending and presenting at administrative meetings and hearings, including those conducted by the SFMTA Board of Directors, Board of Appeals, and Paratransit Broker.

6.7.3 Communicating as needed with the Ground Transportation Unit at SFO and other divisions of the SFPD.

6.7.4 Processing and investigating public complaints through 311 and other sources.

6.7.5 Documenting enforcement activity and results on a form provided by the Taxi Detail and approved by the SFMTA.

6.8 Administrative Enforcement. SFPD and SFMTA will work together to ensure effective law enforcement efforts in areas including but not limited to non-criminal enforcement against unpermitted taxis and limousines and regulatory requirements applicable to Permit Holders. SFPD may permit SFMTA personnel to accompany SFPD personnel during enforcement operations, subject to the discretion of the Lieutenant-in-Charge, an executed and approved ride-along liability waiver consistent with existing SFPD policy and procedures, and completion of any training required by the SFPD for such purpose.

6.9 Other Fiscal Issues. Any funding within the annual budget that is allocated to overtime or absences from the worksite shall be kept in a separate accounts identifying each type of time.

6.10 Required Reports.

SFPD shall provide the following reports at the intervals set forth below:

6.10.1 Monthly

6.10.1.1 Police Report Logs: List of police reports referred or assigned to the Taxi Detail, including citations, arrests, vehicle impounds and daily rebooking sheets.

6.10.1.2 Activity Report: Statistical summary of daily enforcement provided pursuant to this MOU, including rebooking statistics.

6.10.1.3 Until such time as the SFMTA notifies SFPD in writing that it is undertaking the processing of public complaints, the SFPD shall provide a monthly list of public complaints that were not received through the 3-1-1 system.

6.10.1.4 Until such time as the SFMTA notifies SFPD in writing that it is undertaking the processing of new driver applications, the SFPD shall provide a monthly accounting of fees collected.

6.10.2 Quarterly. Expenditure Report including records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to SFPD personnel for services performed within the course and scope and in compliance with the requirements of this MOU. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and

benefits costs, and all other charges, relating to the Taxi Detail and any law enforcement activity or administrative costs by SFPD personnel who are not assigned to the Taxi Detail.

6.10.3 Twice per calendar year (March and September)

6.10.3.1 Staffing plan/shift schedules

6.10.3.2 Prospective activity report. Expenditure Report including records, invoices, and documentation supporting reimbursement of SFPD for the direct costs of salary and benefits paid to SFPD personnel for services performed within the course and scope and in compliance with the requirements of this MOU. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to the supporting documentation for the direct salary and benefits costs, and all other charges, relating to the Taxi Detail and any law enforcement activity or administrative costs by SFPD personnel who are not assigned to the Taxi Detail.

SFPD shall provide the following reports at the intervals set forth below:

The Chief of Police and the SFMTA shall agree on an annual budget for all taxi law enforcement activities by both the Taxi Detail and other departmental personnel. The SFMTA retains final approval authority for the annual budget.

Article VII - Budget and Other Fiscal Issues

7.1 Annual Budget; Submission by SFPD and Response by SFMTA. The Chief of Police shall propose a prospective annual budget for all law enforcement, security and police support services to be provided by the SFPD under this MOU to the Executive Director/CEO and the SFMTA CFO by November 1st for the next Fiscal Year. The SFMTA will respond in writing by January 1st which line items in the propose annual budget for the next Fiscal Year are approved. The approved line items in the proposed annual budget shall become the Approved Work Order Budget for that Fiscal Year.

7.2. Annual Budget; Content. The proposed annual budget shall include salary related expenses such as overtime and premium pay and non-salary related expenses such as contracts, materials and supplies, equipment, and services of other departments. The budget will include a narrative of why the SFPD believes the SFMTA should be charged for overtime and premium pay. There shall be a separate budget for each Article in this MOU, Articles II through Article VI and Article VIII.

7.3 Direct Purchase of Goods and Services by SFMTA. The SFMTA will be responsible for the direct purchase and payment of the non-salary related goods and services contained in the Approved Work Order Budget.

7.4 SFPD Expenditures Not Included in Approved Work Order Budget. The SFMTA will not reimburse SFPD for expenditures not included in the Approved Work Order Budget unless SFMTA has received a written request from SFPD and written approval has been obtained from the SFMTA CFO and Executive Director/CEO. Invoices or other requests from SFPD for reimbursement of non-personnel costs not included in the Approved Work Order Budget must be approved by the SFMTA CFO prior to being submitted to the SFMTA's Accounting Department for payment. Billings

for personnel costs not included in the Approved Work Order Budget must be approved by the SFMTA CFO prior being submitted to SFMTA's Accounting Department for payment.

7.5 Accounting Records. The SFPD shall maintain accurate accounting records for all work order or other expenditures for which the SFPD will request reimbursement from the SFMTA under this MOU. The SFPD CFO shall provide copies of all accounting records required under this MOU to the SFMTA CFO with each work order billing statement or other request for reimbursement submitted to the SFMTA for payment. Accounting records shall be submitted on a monthly, quarterly and annual basis, as requested, to the Security and Enforcement Director and the SFMTA CFO. Reports relating to reimbursable salary expenditures will include the police officer's name or badge number and the hours worked. Such reports will also identify all direct expenses, overtime costs, and overhead, such as training and administrative expenses, and redeployed hours in separate line items. SFPD records will be made available to the SFMTA CFO for auditing purposes and will be retained for a minimum of three years, or such longer period as may be required by law, the terms of any applicable state or federal grant, or the SFPD's records retention policy.

7.6 Audit and Inspection of Records. SFPD agrees to maintain and make available to the SFMTA accurate books and accounting records relating to its work under this MOU. SFPD will permit the SFMTA or its designee to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this MOU. SFPD shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this MOU or until after final audit has been resolved, whichever is later.

Article VIII - SFPD Traffic Company

8.1 Assignment of SFPD Traffic Company Officers to Address Surface Transportation Traffic Issues. In furtherance of the purposes identified in the Declaration, the SFPD has assigned Traffic Company personnel dedicated to enforce traffic laws and related police services for the SFMTA. During the term of this MOU, the SFPD shall use its best efforts to maintain the staffing levels for the Traffic Company set forth below. The parties agree that the Traffic Company and dedication of sworn officers to provide police services dedicated to the SFMTA are additional law enforcement services requested by the SFMTA and supplement existing general law enforcement services already provided by the SFPD to ensure public safety.

The SFPD shall assign one (1) Captain (4) Lieutenants (12) Sergeants and (85) Officers.

8.2 Reimbursement of SFPD's Costs for Traffic Company Overtime and Premium Pay Reimbursement; Reimbursement of Other Costs. The SFMTA will reimburse the SFPD for the direct costs of salary and benefits at regular rates paid to the SFPD members assigned to the Traffic Company and any associated administrative overhead costs for services rendered within the course and scope of this MOU. The

SFMTA will reimburse the SFPD for any overtime or premium pay compensation required by the City's MOU with the San Francisco Police Officers' Association or applicable law in excess of regular pay. The SFPD will provide the SFMTA with supporting documentation for the hours worked by Traffic Company members, the reasons for any overtime or premium pay, and a breakdown by line-item for administrative overhead costs, as listed in Appendix B, in a form acceptable to the SFMTA CFO. The SFMTA's reimbursement of SFPD's costs that are not direct personnel costs shall be made only as set forth in the Approved Work Order Budget, consistent with the procedures and fiscal provisions in this MOU.

8.3 Work Order; Costs of Traffic Company for FY2009/2010 and Subsequent Fiscal Years. The SFMTA will work order to the SFPD an amount set forth in Appendix A to reimburse the SFPD for the costs of the Traffic Company during the Fiscal Year ending June 30, 2010, and the amount set forth in the Approved Work Order Budget for any subsequent Fiscal Year covered by this MOU. The SFPD will submit accounting records, invoices and documentation supporting reimbursement of such costs, at intervals no less often than quarterly. The requirements of Sections 1.5 and 7.5 of this MOU shall apply to all records, invoices and documentation supporting reimbursement of the SFPD's costs of the Traffic Company required under this section.

8.4 Service Priorities. The SFMTA, in conjunction with the SFPD, will develop traffic law enforcement and policing priorities that specifically describe the additional law enforcement services and activities the SFMTA will require. The Traffic Company Commanding Officer or his/her designee will participate in developing these traffic enforcement and policing priorities.

8.5 Regular Staff Meetings. Appropriate personnel from the SFMTA, including the SFMTA COO, SFMTA CSO, and Director of Parking and Traffic, and the SFPD shall hold regular staff meetings to address the additional SFPD services and activities under this MOU to further the purposes described in the Declaration.

8.6 Command of Traffic Company. The Traffic Company shall be under the command of the Commanding Officer. The Commanding Officer shall be under the command of the Security and Enforcement Director. When directed to participate in special events, planned and unplanned, the Commanding Officer shall report to the Field Operations Bureau chain of command to execute his or her role in the respective operations order or to fulfill directives as received for a critical incident. The Traffic Company shall be housed at the Hall of Justice currently located at 850 Bryant Street or any new location. The Traffic Company shall provide a level of law enforcement services necessary to ensure a safe flow of traffic that will increase public safety of the Transit System as determined by the SFMTA.

8.7 Traffic Company to Support SFMTA Priorities; Redeployment. The Traffic Company shall provide law enforcement services to support the SFMTA's public safety and policing priorities for the Public Transit System. In deploying SFPD personnel, the Commanding Officer may consider any law enforcement practices and information the Commanding Officer deems relevant. The Commanding Officer shall notify the Security and Enforcement Director of any redeployment of the Traffic Company personnel as soon as it is reasonably possible and shall indicate the hours of such redeployment. The Commanding Officer shall confer with the Security and Enforcement Director, the SFMTA COO, SFMTA CSO, and SFMTA Director of Parking and Traffic on a frequent basis regarding Traffic Company activities and any anticipated redeployment of Traffic Company personnel.

8.8 Training. SFPD personnel assigned to the Traffic Company shall participate in training offered by the Security and Enforcement Director and the SFMTA Security and Enforcement Division as directed by the Commanding Officer.

SAN FRANCISCO POLICE DEPARTMENT

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____
HEATHER FONG
Chief of Police

_____ Date

By: _____
NATHANIEL P. FORD, SR.
Executive Director/CEO

_____ Date

ATTEST:

Authorized by SFMTA Board
Resolution No.
Dated:

By: _____
Roberta Boomer
Secretary, SFMTA Board

Appendix A

Work order Amounts for FY 2008 -2010

Index Code Title	Div	Subobj	Subject Title	Purpose	FY 2007-08 Budget	FY 2008-09 Budget	FY 2009-10 Budget
OFFICE OF SECURITY PROGRAMS	SS	081PS	GF-POLICE SECURITY (AAO)	Third Street and MRT Coverage	3,173,239	3,152,858	2,212,867 (Third Street coverage eliminated)
PARK DIV IN PRKNG FUND/NON PROJ	PK	081PS	GF-POLICE SECURITY (AAO)	Traffic Division	7,542,495	7,906,443	8,992,852
PARK DIV IN PRKNG FUND/NON PROJ	PK	081PS	GF- POLICE SECURITY (AAO)	Night Parking and Garage Drive by Enforcement	405,000	424,962	299,630 (One-half year of Night Parking enforcement; Garage Drive by enforcement eliminated)
TAXI CAB ENFORCEMENT - EXP	AA	081PX	GF-POLICE NON-SECU	Taxi Detail			749,317
	Total				11,121,134	11,484,263	12,254,666

Appendix B

Reports

The following documents will be provided by the SFPD to the SFMTA no later than the date of final approval of the MOU and are subject to the approval of the SFMTA CFO. Once approved by the SFMTA CFO, the approved documents will be provided to the SFMTA quarterly prior to payment of work order amounts by the SFMTA to the SFPD:

- 1) Accounting records, invoices and documentation supporting reimbursement of MRT costs, as described in Section 3.3.
- 2) MRT Quarterly Reports, as described in Section 4.10.
- 3) Crime analysis reports, as described in Section 4.14.
- 4) Night Parking Enforcement reimbursement rates, as described in Section 5.4.
- 5) Traffic Company documentation supporting work order payments, as described in Section 8.2.