

1 [Administrative Code - Free Muni Pilot Program Fund]

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3 **Ordinance amending the Administrative Code to create a special fund for a Free Muni**
4 **pilot program ending September 30, 2021, and setting conditions for use of the Fund.**

5 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
6 **Additions to Codes** are in *single-underline italics Times New Roman font*.
7 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
8 **Board amendment additions** are in double-underlined Arial font.
9 **Board amendment deletions** are in ~~strikethrough Arial font~~.
10 **Asterisks (* * * *)** indicate the omission of unchanged Code
11 subsections or parts of tables.

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. Chapter 10, Article XIII, of the Administrative Code is hereby amended by
14 adding Section 10.100-73, to read as follows:

15 **SEC. 10.100-73. FREE MUNI PILOT PROGRAM FUND.**

16 *(a) Establishment of Fund. The Free Muni Pilot Program Fund (“the Fund”) is established*
17 *as a category four fund to receive any monies appropriated or donated for the purpose of conducting a*
18 *“Free Muni” pilot program.*

19 *(b) Use of Fund. Monies in the Fund shall be used only to fully offset the projected lost fare*
20 *revenue to the San Francisco Municipal Transportation Agency (“SFMTA”) resulting from providing*
21 *free Muni service on a trial basis for the period from July 1, 2021 through September 30, 2021 (“the*
22 *Trial Period”)* *and to fully offset any additional costs incurred by the SFMTA’s paratransit*
23 *program as a result of the provision of free Muni service during the Trial Period, as needed to*
24 *maintain compliance with the requirements of the Americans With Disabilities Act.*

25 *(c) Administration of Fund. The SFMTA shall administer the Fund. Withdrawals from the*
Fund shall be subject to all of the following conditions during the Trial Period:

1 (1) The SFMTA shall suspend all fare enforcement during the Trial Period;

2 (2) The SFMTA shall publicize the Free Muni pilot program through email and social
3 media, and in general shall make a good faith effort to reach as many Muni riders as possible. The
4 SFMTA shall post signs on Muni vehicles, stations, and other passenger facilities informing the public
5 that fare payment is voluntary during the Trial Period. Signage shall comply with the Language Access
6 requirements of Administrative Code Chapter 91;

7 (3) The SFMTA shall allow voluntary payment of fares and shall keep fare collection
8 equipment and procedures, such as Clipper card machines and fare boxes, in operation for that
9 purpose; and

10 (4) On August 15, September 15, and October 15, 2021, the SFMTA shall file a written
11 report with the Board of Supervisors summarizing the status of the pilot program, changes in ridership
12 levels and characteristics, voluntary fares collected and revenues foregone, and other impacts of the
13 program.

14 (d) **Sunset Date.** This Section 10.100-73 shall expire by operation of law upon submission of
15 the October 15, 2021 report referenced in subsection (c)(4), although, as stated in subsection (b), the
16 last day of the free MUNI service provided through the pilot program shall be September 30, 2021.
17 Upon expiration of this Section 10.100-73, the City Attorney shall cause the Section to be removed from
18 the Administrative Code.

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20 Section 2. Effective Date. This ordinance shall become effective 30 days after
21 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
22 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
23 of Supervisors overrides the Mayor's veto of the ordinance.

1 Section 3. Undertaking for the General Welfare. In enacting and implementing this
2 ordinance, the City is assuming an undertaking only to promote the general welfare. It is
3 not assuming, nor is it imposing on its officers and employees, an obligation for breach of
4 which it is liable in money damages to any person who claims that such breach proximately
5 caused injury.

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7 APPROVED AS TO FORM:
8 DENNIS J. HERRERA, City Attorney

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10 By: _____/s/
11 THOMAS J. OWEN
12 Deputy City Attorney

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