

File No. 100199

Committee Item No. 1

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date May 13, 2010

Board of Supervisors Meeting Date \_\_\_\_\_

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Completed by: Alisa Somera Date May 7, 2010  
Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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The complete document can be found in the file.

**City and County of San Francisco**

**Office of the Controller – City Services Auditor**

**SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY:**

**Audit of Mission Bartlett, North  
Beach, Vallejo Street, and San  
Francisco General Hospital Garages**



*December 3, 2009*

**CONTROLLER'S OFFICE  
CITY SERVICES AUDITOR**

The City Services Auditor was created within the Controller's Office through an amendment to the City Charter that was approved by voters in November 2003. Under Appendix F to the City Charter, the City Services Auditor has broad authority for:

- Reporting on the level and effectiveness of San Francisco's public services and benchmarking the city to other public agencies and jurisdictions.
- Conducting financial and performance audits of city departments, contractors, and functions to assess efficiency and effectiveness of processes and services.
- Operating a whistleblower hotline and website and investigating reports of waste, fraud, and abuse of city resources.
- Ensuring the financial integrity and improving the overall performance and efficiency of city government.

The audits unit conducts financial audits, attestation engagements, and performance audits. Financial audits address the financial integrity of both city departments and contractors and provide reasonable assurance about whether financial statements are presented fairly in all material aspects in conformity with generally accepted accounting principles. Attestation engagements examine, review, or perform procedures on a broad range of subjects such as internal controls; compliance with requirements of specified laws, regulations, rules, contracts, or grants; and the reliability of performance measures. Performance audits focus primarily on assessment of city services and processes, providing recommendations to improve department operations.

We conduct our audits in accordance with the Government Auditing Standards published by the U.S. Government Accountability Office (GAO). These standards require:

- Independence of audit staff and the audit organization.
- Objectivity of the auditors performing the work.
- Competent staff, including continuing professional education.
- Quality control procedures to provide reasonable assurance of compliance with the auditing standards.

Audit Team: Deborah Gordon, Audit Manager  
Mark Tipton, Audit Manager  
John Haskell, Associate Auditor  
Rob Malone, Associate Auditor  
Chris Trenschel, Associate Auditor  
Helen Vo, Associate Auditor



**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**

**Monique Zmuda**  
Deputy Controller

December 3, 2009

Board of Directors  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103

Chairman and Members:

The Controller's Office, City Services Auditor (CSA), presents its report concerning the audit of Pacific Park Management, Inc. (Pacific). During the audit period, Pacific had agreements with the San Francisco Municipal Transportation Agency (MTA) to manage the Mission Bartlett, North Beach, Vallejo Street, and San Francisco General Hospital garages. As established in San Francisco Administrative Code Section 17.8, MTA has jurisdiction and control over all parking facilities owned by the City and County of San Francisco (City) or Parking Authority.

**Reporting Period:** July 1, 2006, through June 30, 2007

**Gross Parking Revenues:** \$6,155,820

**Total Expenditures:** \$2,839,704

**Results:**

- Pacific undercharged transient parkers \$94,264 because it used an unauthorized continuous grace period at Mission Bartlett, North Beach, Vallejo Street, and San Francisco General Hospital garages. A continuous grace period allows parkers to avoid paying for an additional time increment if they have exceeded the previous time increment by only a few minutes. For example, a stay of one hour and six minutes costs the same as a stay of less than one hour.
- Pacific owes MTA \$11,743 for unaccounted-for transient parking tickets identified through the daily reconciliation process. Pacific does not further review, reconcile, or investigate these tickets, and does not pay MTA for these tickets. This is contrary to Pacific's management agreements, which state that any ticket that is unaccounted for in the daily reports is to be treated as a lost ticket, which is subject to the maximum daily parking charge.
- Pacific and its security firm, Marina Securities Services, Inc. (Marina), are related entities. Marina's chief operating officer is also the chief executive officer and a managing director of Pacific. The firms also share an office address. Pacific uses Marina to provide security at Mission Bartlett, North Beach, Vallejo Street, and San Francisco General Hospital garages. Although such a relationship between a garage operator and its contractor is not prohibited,

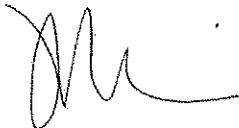
this relationship presents the appearance of a conflict of interest. It further raises questions as to whether Pacific can objectively assess the adequacy of Marina's services and reasonableness of its charges.

- There is no written agreement concerning the \$300,000 per year that San Francisco General Hospital pays Pacific for monthly parking fees. A written agreement would include the parking to be provided, the cost to be paid, and the billing and payment terms. The lack of such agreed-upon terms may have contributed to the delays the audit found in Pacific's billing, the hospital's payment, Pacific's collection, and MTA's reception of these fees.
- Although not approved by MTA, Pacific gave free parking to its on-duty employees, board of directors, and vendors while on business at all four garages. In addition, without written authorization from MTA, the Department of Public Health, or the Sheriff's Department, Pacific gave free parking worth thousands of dollars to Sheriff's employees at the San Francisco General Hospital Garage.
- Neither the City nor Pacific could provide complete documentation of all required insurance coverage for the garages because several City departments are supposed to maintain records of various types of coverage, and MTA does not maintain complete files.
- The agreement for Pacific to operate the North Beach and Vallejo Street garages expired on December 31, 2007, and it has not been extended, which potentially leaves MTA at risk.

The report includes other findings in addition to these key results.

The responses from the MTA and Pacific are attached to this report. CSA will work with MTA to follow up on the status of the recommendations made in this report.

Respectfully submitted,



Tonia Lediju  
Director of Audits

cc: Mayor  
Board of Supervisors  
Budget Analyst  
Civil Grand Jury  
Public Library

# INTRODUCTION

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## **Audit Authority**

The Charter of the City and County of San Francisco (City) provides the Office of the Controller, City Services Auditor (CSA), with broad authority to conduct audits. This audit was conducted under the authority of the City Charter, Appendix F, which requires that CSA conduct periodic, comprehensive financial and performance audits of City departments, services, and activities; and pursuant to an audit plan agreed to by CSA and the San Francisco Municipal Transportation Agency (MTA).

## **Background**

The City establishes agreements with professional parking companies to operate the garages it owns. The garages are administered through MTA, as required by San Francisco Administrative Code Section 17.8, which states that MTA has jurisdiction and control over all parking facilities owned by the City or the Parking Authority.

Pacific Park Management, Inc. (Pacific) is a professional parking company that operates several City-owned garages under agreements established by MTA. Pacific remits to the City all garage revenue collected, and pays the garages' operating expenses. Based on the terms of each agreement, the City either pays Pacific a monthly management fee or reimburses Pacific for its monthly operating expenses.

## *Duration of agreements*

The City entered management agreements with Pacific to operate the following four City-owned garages:

- A six-year agreement commencing July 1, 2006, to operate the Mission Bartlett Garage through June 30, 2012.
- A three-year agreement commencing January 1, 2002, to operate the North Beach and Vallejo Street garages through December 31, 2004, and extended through December 31, 2007.
- A six-year agreement commencing January 1, 2006, to operate the parking facilities at San Francisco General Hospital (the hospital garage) through December 31, 2011.

*Payment provisions of agreements*

Each agreement requires Pacific to report to MTA all revenues collected from the operation of the garages, and to deposit the revenues into a bank account approved by the City Treasurer. For the Mission Bartlett and hospital garages, Pacific submits a requisition to MTA for its operating costs, and MTA reimburses Pacific for those costs and pays Pacific a monthly management fee of \$1,000. MTA pays Pacific a total of \$37,762 each month for managing the North Beach and Vallejo Street garages. Pacific receives a fixed monthly management fee of \$22,657 for the North Beach Garage and \$15,105 for the Vallejo Street Garage.

The North Beach Garage and Vallejo Street Garage are under one agreement. Pacific is responsible for paying the garages' operating expenses, which include all direct and indirect operating and routine maintenance and repair expenses. MTA is to reimburse Pacific for any proprietary expenses, which are defined to include all capital expenditures, electricity bills, insurance and bond premiums, and expenses for any valet parking requested by MTA. If MTA requests Pacific to provide additional services that result in staffing above the levels mandated by the agreement, MTA must reimburse Pacific for the additional salary and benefit costs, and pay Pacific a management fee equal to 10 percent of the payments.

MTA pays Pacific an incentive fee if Pacific achieves revenue targets specified in the agreements. Pacific did not achieve these targets for the North Beach and Vallejo Street garages during the audit period. However, the Mission Bartlett Garage did achieve its target and MTA accordingly paid Pacific the maximum incentive fee of \$25,000 for the audit period.

Exhibit 1 on the following page shows the total revenues and expenditures reported by Pacific for the four garages during the audit period.

**EXHIBIT 1** Total Garage Revenues and Expenditures  
July 1, 2006, through June 30, 2007

Garage	Revenues	Expenditures	Difference
Mission Bartlett	\$ 1,455,528	\$ 674,588	\$ 780,940
North Beach	1,133,845	335,921	797,924
Vallejo Street	787,952	275,748	512,204
San Francisco General Hospital	2,778,495	1,553,447	1,225,048
<b>Total</b>	<b>\$ 6,155,820</b>	<b>\$ 2,839,704</b>	<b>\$ 3,316,116</b>

Source: Municipal Transportation Agency, monthly summary reports.

*Pacific's revenue controls*

Pacific uses a computerized revenue control system provided by DataPark, Inc., which allows parkers to enter and exit the garages by using tickets or access cards. Transient parkers are issued a ticket upon entry to the garages, and pay fees based on hourly or daily rates. Monthly parkers are issued access cards to enter and exit the garages and pay fees based on monthly rates. All transactions are recorded by the system, which produces various management reports.

*Garage locations*

The Mission Bartlett Garage is located at 3255 21st Street; the North Beach Garage and Vallejo Street Garage are located across the street from each other on the 700 block of Vallejo Street; and the hospital garage consists of a garage and surface parking at several locations at San Francisco General Hospital.

**Scope and Objectives**

The purpose of this audit was to determine if Pacific correctly reported and remitted to MTA all revenues collected from the operation of the four garages.

Our audit objectives were to determine if:

- All parking revenues collected at the garages were based on authorized rates and were correctly reported to MTA.
- Internal controls were adequate to ensure accurate collection and reporting of parking fees to MTA.
- Expenses for which Pacific claimed reimbursement from MTA were correct and proper.
- Pacific complied with other provisions of its agreements with MTA.



The audit did not test the reliability of the data in the DataPark system. The audit covered the period July 1, 2006, through June 30, 2007.

## Methodology

To conduct the audit, the audit team:

- Reviewed the applicable terms of the management agreements.
- Assessed Pacific's internal controls and procedures over collecting, recording, summarizing, and reporting gross revenues and expenditures.
- Determined whether Pacific submitted complete and accurate monthly statements to report its gross revenues, remitted all revenues collected according to the terms of the management agreements, and correctly submitted proprietary and operating expenditure reports.
- Reviewed whether Pacific complied with other management agreement provisions.

The audit team reviewed the most recent (2007) Controller's Office audit report concerning the North Beach and Vallejo Street Garages and followed up on that report's recommendations. The audit team also reviewed Pacific's independent auditors' reports to determine whether these audits complied with the requirements specified in the agreements, and verified that the revenues Pacific reported to MTA matched the revenues reported by the independent auditors. Although the audit team considered internal controls of two other garages Pacific operates (St. Mary's Square Garage and 16th and Hoff Street Garage), with the agreement of MTA, no audit field work was performed at these garages due to time constraints.

This performance audit was conducted in accordance with generally accepted government auditing standards. These standards require planning and performing the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. We believe that the evidence obtained provides a reasonable basis for the findings and conclusions based on the audit objectives.

# AUDIT RESULTS

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## **Pacific's Use of Continuous Grace Periods Caused the City to Lose \$94,264 in Revenues**

The City did not receive \$94,264 in revenues because Pacific used an unauthorized continuous grace period for customers of the Mission Bartlett, North Beach and Vallejo Street, and hospital garages. The agreements do not provide for any grace periods, but Pacific allowed customers to exit a few minutes into the next increment of time (often an hour) of their stay without paying for the additional time. This continuous grace period, also called a rolling or courtesy grace period, was six minutes at Mission Bartlett and seven minutes at the North Beach, Vallejo Street, and hospital garages. For example, a parker who exited any of these garages one hour and five minutes after entering paid only for one hour of parking rather than the two hours required by MTA-approved parking rates.

Exhibit 2 shows the loss in revenue to the City as the result of the unauthorized continuous grace period.

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### **EXHIBIT 2** Uncollected Revenues Due to Unauthorized Continuous Grace Periods July 1, 2006, through June 30, 2007

<b>Garage</b>	<b>Uncollected Revenues</b>
Mission Bartlett	\$ 6,388
North Beach	38,247
Vallejo Street	30,210
San Francisco General Hospital	19,419
<b>Total</b>	<b>\$ 94,264</b>

Note: Actual amounts based on all parking transactions that took advantage of continuous grace periods except for Mission Bartlett, for which the amount is an estimate based on parking transactions on three sample days.

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Source: Auditor analysis of transaction data from parking control system and, for Mission Bartlett, analysis of tickets.

MTA permits two other types of grace periods: an in-and-out grace period for those who exit the garage within a few minutes of entering, and a grace period that allows parkers extra time to exit the garage after paying for parking before retrieving their car. According to MTA's parking operations manager, however, the continuous grace periods used by Pacific are inappropriate. The continuous grace period is a programmed function in the garages' revenue control

system. According to the managing director, Pacific has no control over how the system is programmed, and continuous grace periods were in effect at all four garages that are the subject of this audit before Pacific began operating them.

Although not allowed by MTA, continuous grace periods appear to be commonly used in San Francisco. Of five other City-owned garages in San Francisco that the audit team contacted, four of them use a continuous grace period. In addition, another City-owned garage recently audited by the Controller's Office, Portsmouth Square, uses a continuous grace period.

**Recommendations**

MTA should:

1. Bill Pacific for \$94,264 in revenues that it did not collect because it used an unauthorized continuous grace period for customers.
2. Create a written policy that no City-owned garage may use a continuous grace period.
3. Immediately instruct the computerized parking control equipment vendors to modify the system software at all of its garages to eliminate continuous grace periods.

**Pacific Did Not Pay the City \$11,743 for Unaccounted-for Tickets**

Pacific did not pay MTA for 803 unaccounted-for tickets worth \$11,743. The tickets not accounted for and the amounts due from each garage are shown in Exhibit 3.

<b>EXHIBIT 3 Unaccounted-for Tickets</b>			
<b>July 1, 2006 through June 30, 2007</b>			
<b>Garage*</b>	<b>Number of Unaccounted-for Tickets</b>	<b>Lost Ticket Rate</b>	<b>Amount Due</b>
North Beach	56	\$26	\$ 1,456
Vallejo Street	138	\$26	\$ 3,588
San Francisco General Hospital	609	\$11	\$ 6,699
<b>Total</b>	<b>803</b>		<b>\$ 11,743</b>

\*Note: Excludes Mission Bartlett Garage because records for the audit period were unavailable.

Source: Auditor analysis based on Pacific's records.

According to the management agreements, Pacific is responsible for collecting and accounting for all tickets, and any ticket that is unaccounted for in the daily report is to be treated as a lost ticket. The agreements state that, for each ticket not accounted for, MTA shall consider that Pacific collected the charge for a lost ticket, which during the audit period was \$26 for the North Beach and Vallejo Street garages and \$11 for the hospital garage. Therefore, Pacific must pay MTA for each unaccounted-for ticket just as if it were a ticket lost by a customer.

Each day, Pacific compares the number of tickets issued to the number of tickets collected at each garage. Subtracting collected tickets from issued tickets yields the variance, or number of unaccounted-for tickets. However, because Pacific does not further review, reconcile, or investigate these tickets, it cannot determine why they are not returned by customers and, therefore, not accounted for. Because Pacific did not fully reconcile tickets issued and collected, it did not determine the number of tickets that were actually missing (that is, never returned by the customer), as opposed to unaccounted for.

According to Pacific's management, the tickets shown as missing on the ticket analysis reports are not, in fact, missing, but are simply the number of tickets that are unaccounted for at the end of a day or month. For example, if 100 tickets were dispensed and 99 tickets were collected at a garage in a day, the reports would show one missing ticket. Pacific management also stated that for garage staff to fully reconcile tickets on a daily basis to identify tickets that are actually missing would require too much time and effort by garage staff.

The auditors acknowledge that not all tickets shown as missing may actually be missing. Tickets may be counted as missing at the end of a day due to overnight parkers, dispensers issuing multiple tickets to the same customer, dispensers issuing a ticket to a customer who enters with a monthly access card, test tickets issued by repair crews, and other reasons. However, without a reconciliation procedure, there is an increased risk of fraud. That is, unaccounted-for tickets could be missing because a parker found a way to avoid payment or a garage employee diverted a parker's payment. Nonetheless, by not reporting to MTA or paying MTA for unaccounted-for tickets, Pacific

*A previous audit found that Pacific did not pay the City an estimated \$39,910 for missing tickets*

did not comply with its management agreements.

This is not a new audit finding for MTA garages. In a 2007 audit report of the North Beach and Vallejo Street garages, CSA recommended Pacific pay MTA \$39,910 for missing tickets recorded over a three-year audit period. Moreover, MTA did not follow up on this recommendation until September 2009.

## **Recommendations**

MTA should:

4. Bill Pacific for \$11,743 for the number of missing tickets shown on its Monthly Ticket Analysis reports at the lost ticket rates then in effect.
5. Instruct Pacific to review the number of missing tickets in records since July 1, 2007, and pay MTA for those tickets, and to do so as part of its monthly reporting going forward.

## **Pacific's Relationship With Its Security Services Firm Presents the Appearance of a Conflict of Interest**

Pacific and its security firm, Marina Securities Services, Inc. (Marina), are related entities. Marina's chief operating officer is also the chief executive officer and a managing director of Pacific. Pacific and Marina also share an office address. Although this is not prohibited by Pacific's management agreements, it presents the appearance of a conflict of interest.

Pacific is required by the agreements to provide security services at the garages. To fulfill this requirement, for example, Pacific paid \$156,366 to Marina during the audit period to provide 24-hour security services at the hospital garage. The relationship between the two firms also raises the possibility of an actual conflict of interest, by calling into question whether Pacific can objectively assess the adequacy of Marina's services and the reasonableness of what Marina charges Pacific for those services.

## **Recommendation**

6. MTA should publish written guidelines for garage operators on hiring and working with subcontractors. These guidelines should address hiring related parties.

**Pacific Has No Written Agreement With the Hospital for \$300,000 Per Year in Parking, Allowing Bills and Payments to Be Delayed**

No written agreements exist to govern the billing and payment of \$25,000 per month, or \$300,000 per year, in parking fees that San Francisco General Hospital pays to Pacific for monthly parkers. The lack of written agreements, and the provisions for prompt billing and payment such agreements should contain, may have contributed to the instances the audit found of delayed billing by Pacific of certain monthly parking fees and to late payment of those fees by the hospital. This, in turn, delayed MTA's receipt of revenues from Pacific.

As shown in Exhibit 4 on the following page, for the audit's sample month of March 2007, three bills for monthly parking were paid by the hospital with one check issued in October 2007 and two others issued in February 2008, almost a year after the sample month. For two of three categories of monthly parking in March 2007, Pacific's invoices were delayed. One invoice was issued in March 2007; another in September 2007, and the third in November 2007, eight months after the sample month.

Moreover, Pacific's invoicing practices were inconsistent and not timely. In one instance, Pacific invoiced the hospital for 12 monthly fee amounts for on-call physician parking on one invoice, rather than issuing a separate invoice each month. As a result, billing for the earliest month in that period was delayed by about a year. Pacific's invoice records for parking paid by the hospital also were not always logical. For example, it appears that Pacific did not generate an invoice for the hospital's portion of parking provided to hospital employees represented by the Service Employees International Union (SEIU) until after Pacific received a check for this purpose. The hospital's check was dated October 22, 2007, and Pacific's invoice was dated November 14, 2007.

Sound business practices require a service provider to execute written agreements to outline billing and payment terms with its clients, especially its long-term clients. Control over the several categories of monthly parking billed by Pacific to the hospital would be significantly improved by the execution of written agreements that incorporate accepted commercial billing and payment terms.

**EXHIBIT 4** Delayed Bills for Monthly Parking From Pacific to San Francisco General Hospital for March 2007

Category	Invoice Amount	Invoice Date	Payment Date
On-call physicians	\$ 3,120	September 11, 2007	February 8, 2008
Volunteers/students	4,800	March 13, 2007	February 8, 2008
SEIU-employee copayment	17,000	November 14, 2007	October 22, 2007
<b>Total</b>	<b>\$24,920</b>		

Source: Pacific's accounting records.

*Pacific does not report to MTA the monthly parking invoices it issues to the hospital until they are paid*

Pacific also does not report these invoiced amounts on its monthly reports submitted to MTA. Rather, the amounts are reported by Pacific only when payment is received from the hospital. Therefore, Pacific's reporting does not make MTA aware of significant outstanding revenue for monthly parking. To be comprehensive, Pacific's monthly reporting should detail both collected revenue and the significant impending revenue included on monthly parking invoices submitted to the hospital.

**Recommendations**

MTA should:

7. Direct Pacific to execute a written agreement with the hospital that outlines billing and payment terms for all monthly parking fees billed to the hospital. The agreement should include standard commercial billing and payment terms such as monthly invoicing, payments due within 30 days, and interest on overdue payments.
8. Direct Pacific to include in its monthly summary reports the total amounts due on invoices for monthly parking that have been submitted to the hospital so that MTA is aware of all impending revenue.

**Pacific Allows Free Parking for Its Employees and Vendors Although This Is Not Provided for in Its Management Agreements**

Although not provided for in its management agreements or otherwise approved by MTA, Pacific gives free parking to its employees while on duty, including management staff. Pacific's written policy also allows free parking for its vendors while they are doing business with the garage.

**Recommendations**

MTA should:

9. Determine which parties should receive free parking and add this condition to current and new garage management agreements. MTA should consider whether free parking should be eliminated except for those entitled to it by labor agreements.

**Evidence of Pacific's  
Required Insurance  
Coverage Is Incomplete**

All insurance and bond coverage required by Pacific's management agreement for the hospital garage was in effect, and most of the required coverage for the North Beach, Vallejo Street, and Mission Bartlett garages was also documented. However, the required performance and surety bond coverage for North Beach, Vallejo Street and Mission Bartlett garages is not documented. Neither Pacific, MTA, nor any other City department contacted as part of this audit, including the Treasurer/Tax Collector and General Services Agency's Risk Management Program, could provide proof of Pacific's required performance and surety bond coverage for the audit period.

**Recommendation**

10. MTA should maintain a file of current insurance and bond certificates required by its agreements with garage operators so it can ensure that all required insurance and bond coverage is in effect.

**Pacific Operates North  
Beach and Vallejo  
Garages Under an  
Expired Agreement**

The agreement between Pacific and the City for the operation of the North Beach and Vallejo Street garages expired on December 31, 2007, which potentially leaves MTA legally vulnerable if a serious breach of contract by Pacific occurred at these garages. The agreement for these two garages could have been extended with appropriate approval; however, there is no evidence such approval was given.

The initial term of the agreement was January 1, 2002, to December 31, 2004. The agreement allows two, one-year extensions, resulting in a termination date of December 31, 2006. These extensions must be by mutual written agreement, and this requirement was met. After the two, one-year extensions, the agreement provides for a "hold over" period that may extend the agreement on a month-to-month basis for an additional year, or to December 31, 2007. After that date, per the agreement, "Any such [hold over] period beyond twelve months must be approved by the Commission and the City's Board of Supervisors."



However, MTA could not provide evidence of such approval, so it appears the agreement was not extended beyond December 31, 2007.

**Recommendation**

11. MTA should consult with the City Attorney on what action should be taken to rectify the fact that the agreement has expired until such time as a new agreement for the North Beach and Vallejo Street garages is established.

**Pacific Should Separately Account for Late Fees Charged to Hospital Monthly Parkers**

Because Pacific employees at the hospital garage do not record late fees paid by monthly parkers as separate transactions, Pacific cannot efficiently document that it properly applies and collects these fees. When monthly parkers owe late fees because they failed to renew their monthly parking passes on time, the base monthly fee and the late fee (which was \$25 during the audit period) are combined in one transaction. As a result, Pacific cannot generate a management report that details all late fees paid for a given month. Rather, to determine the number and amount of late fees paid in a month, Pacific must review all monthly parker cash register transactions, which numbered almost 1,500 in March 2007, to look for unusual payment amounts that may indicate a late fee was paid.

**Recommendations**

MTA should:

12. Direct Pacific to record late fee transactions separately from monthly parking fees to ensure that late fees are applied and collected according to the terms of the management agreement.
13. Require Pacific to create a separate revenue category on the hospital monthly revenue and expenses report for late fees paid by monthly parkers.
14. Direct Pacific to create a separate transaction category when processing transactions for late fees paid by monthly parkers.

**Pacific Gave Sheriff's Office Personnel Free Parking at the Hospital Although This Was Not Approved**

Without authorization from MTA, Pacific granted staff of the San Francisco Sheriff's Department (Sheriff) free parking. Based on three sample days the auditors reviewed, this free parking for Sheriff's employees at the hospital garage was worth nearly \$80 per day. Projecting this value over the one-year audit period yields an estimate of \$29,139 in

uncollected parking fees and lost revenue to MTA. However, Pacific's hospital garage manager calculated a monthly average of \$684.25 of uncollected revenue from this practice, or an annual amount of \$8,211, based on an analysis of voided Sheriff staff parking tickets at the hospital garage in November 2006 through February 2007. Based on this, Pacific issued to the Sheriff an invoice dated March 1, 2007, for \$13,685 for 20 months (July 2005 through February 2007) of parking. However, the Sheriff did not pay this invoice, and this audit did not verify the basis of the calculations Pacific used to create the invoice.

Pacific granted free parking when Sheriff's staff presented parking tickets to garage attendants. According to Pacific management, attendants voided these tickets if the parker was in a Sheriff's uniform or presented a ticket with an ink stamp from the Sheriff's office at the hospital. Pacific managers stated that both the Pacific attendants and the Sheriff's staff thought the voiding of these tickets was an acceptable practice because it had been followed for many years, and began before Pacific began operating the hospital garage.

Granting free parking is not permitted by Pacific's agreement with the City to manage the hospital garage. A previous audit also found that Pacific allowed City personnel free parking at City garages that was not permitted by the management agreement. In fact, Pacific issued its invoice to the Sheriff in March 2007 because of a January 2007 Controller's audit report on the management of the North Beach and Vallejo Street garages. That audit found that Pacific inappropriately granted free parking to employees of the San Francisco Police Department (Police), and recommended that Pacific bill the Police for uncollected parking revenue. However, in that case, the audit found that MTA (then the Parking Authority) had instructed Pacific to provide free parking to the Police and others in the North Beach and Vallejo Street garages.

Sheriff's management said that it supplies parking to its employees according to provisions of the department's labor agreements. When a labor agreement requires that the employer provide employees reduced-price parking, the Sheriff pays the employer's portion of the parking costs. This arrangement did (and continues to) exist for some Sheriff's employees stationed at the hospital. However, the

Sheriff did not expect or authorize any of its employees to receive free parking at the hospital. Hospital management, which during the audit period was responsible for paying Pacific the employer's share of parking costs for Sheriff's staff stationed at the hospital, also stated that it did not authorize free parking for Sheriff's staff. According to Pacific management, the hospital garage stopped voiding tickets for Sheriff's staff in May 2008.

## Recommendations

MTA should:

15. Work with Pacific to determine the actual value of free parking Pacific granted to employees of the Sheriff's department from the inception of Pacific's operation of the hospital garage until Pacific ended this practice. This value should be based on an analysis of voided tickets verified by MTA.
16. Invoice Pacific for the amount of revenue Pacific did not collect because it gave free parking to Sheriff's staff without authorization from the City.
17. Verify Pacific's assertion that transient parking tickets are no longer being voided for Sheriff's staff at the hospital garage.

## Records for Mission Bartlett Garage Were Unavailable Because the Garage's Computer Was Stolen

Electronic records of parking transactions at the Mission Bartlett Garage before March 2007 are no longer available because a computer there was stolen. As a result, we could not audit these records, and Pacific is out of compliance with both the management agreement's audit clause and Article 22 of the City's Business and Tax Regulations Code. That code requires all garage operators to keep such records "in an accessible read-only electronic storage format, for not less than five years from the date of the earliest Transaction recorded ...."

This lack of data limits the reliability of any audit of the garage's operations for any period before March 2007, and reduces MTA's assurance that procedures were followed and revenues were collected and recorded properly at the garage before March 2007.

**Recommendation**

MTA should:

18. Check that the physical security at each City-owned garage adequately safeguards the computer equipment there.

**Pacific Did Not Always Promptly Void Access Cards of Late Payers at the Hospital Garage and Has a Weak Process to Identify Late Payers**

Pacific did not always void the access cards of late-paying monthly parkers at the hospital garage by the 6th of the month, as required by the contract. In the audit's sample month of March 2007:

- 15 monthly parkers paid late fees for paying their monthly fees after March 5th.
- 11 of the 15 had their cards voided before they paid the late fee.
- Voided cards were voided one to three days late, between March 7th and March 9th.
- 4 of the 15 monthly parkers did not have their access cards voided and maintained access to the garage although they had not paid the monthly fee.

The hospital parking facility processed about 1,500 monthly parker payments in March 2007. During the audit period, and currently, Pacific uses a laborious manual process to review and confirm that all monthly parkers pay on time. This process likely contributed to parking access being inappropriately maintained for the four late-paying monthly parkers noted above. An auto-deactivation procedure would improve compliance with the agreement's requirement for access card denial as of the 6th of the month for all monthly parkers who have not paid.

**Recommendations**

MTA should:

19. Remind Pacific to comply with its agreement by voiding on the 6th of the month access cards of all monthly parkers who have not paid the fee for that month by the 5th.

20. Ask the parking control system vendor to change the system software at the hospital garage such that all access cards will "auto-expire" on the 6th of the month.

**Some of Pacific's  
Monthly Invoices for the  
North Beach and Vallejo  
Street Garages Lacked  
Adequate Documentation**

For 25 (35 percent) of 72 reimbursement requests Pacific submitted to MTA for expenses incurred at the North Beach and Vallejo Street garages, Pacific did not include copies of the checks to Pacific's vendors. MTA approved these reimbursement requests. However, before paying these invoices, MTA should have required that copies of checks be included with the reimbursement requests to adequately document that payments had been made, just as Pacific did for the remaining 47 (65 percent) of the reimbursement requests audited. In addition, the Vallejo Street Garage had additional expenses for valet services totaling \$63,655 that were not supported by payroll records.

**Recommendation**

21. Before approving reimbursement requests, MTA should require all garage operators to submit copies of the checks they have issued to vendors along with copies of vendor invoices, and for valet services provide supporting payroll records.

**Pacific Submitted Its  
Independent Auditors'  
Annual Reports Late, But  
MTA Did Not Impose Late  
Fees of \$11,700**

Pacific submitted to MTA the independent auditors' annual reports of its financial statements months late, but MTA did not bill Pacific for the late fees payable under Pacific's management agreements. The agreements between Pacific and MTA require Pacific to obtain the reports by a certified public accountant and to submit copies by the earlier of 30 days after its completion or 120 days after the end of the contract year covered by the reports. For each month a report is late, the agreements require that Pacific pay a fee to MTA. This fee is \$100 per month for the North Beach and Vallejo Street garages and \$1,000 per month for the Mission Bartlett and hospital garages.

Although Pacific submitted to MTA reports for all four garages for calendar years 2006 and 2007, which includes the audit period, neither MTA nor Pacific has documentation of when MTA received the reports. As a result, the audit considered the dates of the reports themselves to be the submission dates. The 2006 reports for North Beach and Vallejo Street garages, dated April 30, 2007, were each due March 30, 2007 and were one month late. The 2007 combined report for the North Beach and Vallejo Street garages, dated September 17, 2008, was due March 30, 2008, so the report was over five months late. The 2007 report for Mission Bartlett Garage, dated April 18, 2008, was due on October 31, 2007, so the report was at least five and a half months late. The 2007 report for

the hospital garage, dated September 15, 2008, must have been submitted at least four and a half months after its due date of April 30, 2008.

Based on the due dates and liquidated damages provisions in the agreements, the amounts due MTA for North Beach and Vallejo Street garages was \$700, and the amounts due for the Mission Bartlett and the hospital garages are \$6,000 and \$5,000, respectively, or a total of \$11,700 for late submissions of reports for calendar years 2006 and 2007.

#### **Recommendations**

MTA should:

22. Bill Pacific for \$11,700 for late submission of 2006 and 2007 independent auditors' annual reports.
23. Date stamp independent auditors' annual reports it receives and record their receipt in a log. This will allow MTA to assess garage operators' compliance with the timely submission requirement in the management agreements.

#### **Pacific Should Require Its Mission Bartlett Employees to Use a Time Stamp When Clocking In and Out of Work and Should Document Employee Schedules**

Pacific employees at the Mission Bartlett Garage do not always time stamp their timecards when beginning and ending their work shifts, thus increasing the risk that MTA is reimbursing Pacific for time not worked by its staff. Of the timecards tested, the auditors noted that 3 of 46 entries, or 6.5 percent, were not time stamped. The time cards that were not time stamped had start or end times written on them, and Pacific management stated that these manual entries were made by supervisors. The audit could not verify who made the entries.

Timecards tested at Mission Bartlett Garage for one pay period did not always agree to payroll reports prepared by Pacific's payroll services company, Automatic Data Processing, Inc. (ADP). In each case where a difference was found, the ADP reports recorded more time worked by the employee than was shown on the timecard. The differences were all minor, adequately explained by Pacific, and there was no material overpayment of payroll expenses.

Uniform use of the time clock to stamp shift start and end times would reduce the need for supervisory approval of timecards that have not been time stamped, and ensure that correct work times are recorded and reported to ADP.

Pacific could not provide the auditors with employee schedules at the Mission Bartlett Garage for the audit period, thus weakening the audit's ability to verify that Pacific is reimbursed by MTA only for a reasonable number of staff work hours. Employee work schedules provide management with a tool to ensure there is adequate shift coverage and that workloads are distributed in a way that minimizes use of overtime.

## **Recommendations**

MTA should require Pacific to:

24. Ensure that employees use the time stamp when clocking in and out of every shift. For instances in which employees forget to clock in or out, the employee should write the time on the card, initial it, and have a manager initial the card as well.
25. Maintain staff schedules, which should agree with time cards.

## **Ticket Dispensers at Some Garages Lack a Control Preventing Access Card Users from Also Taking Tickets**

During the audit period, monthly parkers could enter the North Beach Garage using an access card and, at the same time, push the button on the ticket dispenser to receive a ticket. The parker could then fraudulently use the ticket to exit in a vehicle already parked in the garage, or could pass the ticket to someone else with a car parked in the garage. Either way, the correct parking fee for the vehicle using that ticket would not be charged upon exit. Depending on how long the vehicle had been parked, the revenue lost to Pacific and MTA as a result could be considerable. In fact, if the parker exited within seven minutes of the time stamped on the ticket, there would be no charge.

After the auditors brought this issue to MTA's attention, its staff stated that it had instructed the parking control system vendor at the Pacific garages, DataPark, to correct the problem.

**Recommendation**

26. MTA should independently verify at all its garages that it is now impossible to simultaneously gain entry with an access card and have a ticket dispensed.

**Pacific Did Not Issue Timely Deposit Refunds to Monthly Parkers at the Hospital Garage**

Pacific did not issue refunds in a timely manner to access card holders at the hospital garage who terminated their monthly parking agreements. Refunds issued by Pacific in late April 2007 were for refund applications that were one to three months old. The oldest of these applications was dated January 2, 2007. The contract agreement states only that access card refunds should be issued "immediately."

**Recommendations**

MTA should:

27. Define the number of days that meets the "immediate" refund requirement in garage operating agreements, including in Section 7.1.b of the hospital garage's agreement.

28. Direct Pacific to enact procedures to facilitate issuance of card deposit refunds within the agreed-upon timeframe.



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# ATTACHMENT A: MTA's RESPONSE

**SFMTA**

Municipal Transportation Agency

Gavin Newsom | Mayor  
Tom Nolan | Chairman  
Dr. James McCray Jr. | Vice-Chairman  
Cameron Beach | Director  
Shirley Breyer Black | Director  
Malcolm Heinicke | Director  
Jerry Lee | Director  
Bruce Oke | Director  
Nathaniel P. Ford Sr. | Executive Director/CEO

November 25, 2009

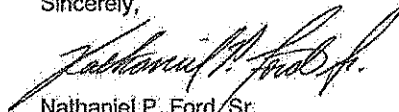
Tonia Lediju, Audits Director  
City Hall, Room 477  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Ms. Lediju:

We appreciate the opportunity to review the draft audit report concerning four parking facilities currently managed by Pacific Park Management. Attached is the completed *Audit Recommendation and Response Form* which is the basis of our written response for inclusion in the final audit report.

If you have questions or need additional information regarding the attachment, please contact Amit Kothari at 415.701.4462 or by email at [amit.kothari@sfmta.com](mailto:amit.kothari@sfmta.com).

Sincerely,



Nathaniel P. Ford, Sr.  
Executive Director/CEO

Attachment (1)

San Francisco Municipal Transportation Agency  
One South Van Ness Avenue, Seventh Fl. San Francisco, CA 94103 | Tel: 415.701.4500 | Fax: 415.701.4430 | [www.sfmta.com](http://www.sfmta.com)

Recommendation	Responsible Agency	Response
MTA should:		
1. Bill Pacific for \$94,264 in revenues that Pacific did not collect because it used an unauthorized continuous grace period for customers.	MTA	<b>Do Not Concur.</b> MTA is developing policy language in the Parking Facility Operation and Management Regulations based on industry best practices and input from Operators where appropriate. Target implementation date is January 2010.
2. Create a written policy that no City-owned garage may use a continuous grace period.	MTA	<b>Partially Concur.</b> MTA is developing policy language in the Parking Facility Operation and Management Regulations based on industry best practices and input from Operators where appropriate. In addition, data collected from a survey of private operations throughout SF will be considered. Target effective date is January 2010.
3. Immediately instruct the computerized parking control equipment vendors at all its garages to modify the garages' system software to eliminate continuous grace periods.	MTA	See item #2.
4. Bill Pacific for \$11,743 for the number of missing tickets shown on its Monthly Ticket Analysis reports at the lost ticket rates then in effect.	MTA	MTA will analyze the number of missing tickets since July 2007 and take appropriate action.
5. Instruct Pacific to review the number of missing tickets in records since July 1, 2007, and pay MTA for those tickets, and to do so as part of its monthly reporting going forward.	MTA	See item #4. MTA is developing policy language in the Parking Facility Operation and Management Regulations based on industry best practices regarding Operator's responsibility accounting for, reconciliation and reporting of missing tickets. Target effective date is January 2010.

Recommendation	Responsible Agency	Response
<p>6. Publish written guidelines for garage operators on hiring and working with subcontractors. These guidelines should address hiring related parties.</p>	MTA	<p><b>Concur.</b> MTA will develop policy language in the Parking Facility Operation and Management Regulations regarding Operator hiring and working with subcontractors that will address potential conflict of interest when hiring related parties. All future management agreements will also include this language.</p>
<p>7. Direct Pacific to execute a written agreement with the hospital that outlines billing and payment terms for all monthly parking fees billed to the hospital. The agreement should include standard commercial billing and payment terms such as monthly invoicing, payments due within 30 days, and interest on overdue payments.</p>	MTA	<p><b>Concur.</b> MTA will assist the Operator in developing the written standard operating procedures regarding monthly invoices, payment terms, and late fees when applicable.</p>
<p>8. Direct Pacific to include in its monthly summary reports the total amounts due on invoices for monthly parking that have been submitted to the hospital so that MTA is aware of all impending revenue.</p>	MTA	<p><b>Concur.</b> MTA will meet with the Operator to discuss monthly reports and data to be included regarding monthly parking. Target implementation date is January 2010.</p>
<p>9. Determine which parties should receive free parking and add this condition to current and new garage management agreements. MTA should consider whether free parking should be eliminated except for those entitled to it by labor agreements.</p>	MTA	<p><b>Concur.</b> MTA is developing policy language in the Parking Facility Operation and Management Regulations regarding free parking and parking operator employee parking for MTA Board approval. Target implementation date pending MTA Board approval is January 2010.</p>

Recommendation	Responsible Agency	Response
10. Maintain a file of current insurance and bond certificates required by its agreements with garage operators so it can ensure that all required insurance and bond coverage is in effect.	MTA	<u>Concur.</u> MTA also provides copies of current insurance coverage to Risk Management and copies of bond certificates to the Mayor's Office.
11. Consult with the City Attorney on what action should be taken to rectify the fact that the agreement has expired until such time as a new agreement for the North Beach and Vallejo Street garages is established.	MTA	<u>Concur.</u> MTA is issuing a Notice of Solicitation for Interim Operation and Management of the North Beach/Vallejo Garage for release in December 2009. The new agreement will commence March 1, 2010.
12. Direct Pacific to record late fee transactions separately from monthly parking fees to ensure that late fees are applied and collected according to the terms of the management agreement.	MTA	<u>Concur.</u> See item #8.
13. Require Pacific to create a separate revenue category on the hospital monthly revenue and expenses report for late fees paid by monthly parkers.	MTA	<u>Concur.</u> See item #8.
14. Direct Pacific to create a separate transaction category when processing transactions for late fees paid by monthly parkers.	MTA	<u>Concur.</u> See item #8.

Recommendation	Responsible Agency	Response
<p>15. Work with Pacific to determine the actual value of free parking Pacific granted to employees of the Sheriff's department from the inception of Pacific's operation of the hospital garage until Pacific ended this practice. This value should be based on an analysis of voided tickets verified by MTA.</p>	<p>MTA</p>	<p>See item #9.</p>
<p>16. Invoice Pacific for the amount of revenue Pacific did not collect because it gave free parking to Sheriff's staff without authorization from the City.</p>	<p>MTA</p>	<p>See item #15.</p>
<p>17. Verify Pacific's assertion that transient parking tickets are no longer being voided for Sheriff's staff at the hospital garage.</p>	<p>MTA</p>	<p>See item #15.</p>
<p>18. Check that the physical security at each City-owned garage adequately safeguards the computer equipment there.</p>	<p>MTA</p>	<p><u>Concur.</u> MTA will confirm by on-site observation that physical security of computer equipment is implemented and maintained as part of its monthly facility inspections and quarterly on-site operational/financial audits.</p>

Recommendation	Responsible Agency	Response
<p>19. Remind Pacific to comply with its agreement by voiding on the 6<sup>th</sup> of the month access cards of all monthly parkers who have not paid the fee for that month by the 5<sup>th</sup>.</p>	<p>MTA</p>	<p><u>Concur.</u> MTA is developing policy language in the Parking Facility Operation and Management Regulations regarding monthly parking payment due dates and timing of deactivating access cards if payment is not received by the due date. Until the new policy is implemented taking into account the provisions of Article 22, the Operator shall comply with current agreement. Target implementation date is January 2010.</p>
<p>20. Ask the parking control system vendor to change the system software at the hospital garage such that all access cards will "auto-expire" on the 6<sup>th</sup> of the month.</p>	<p>MTA</p>	<p><u>Concur.</u> See item #19.</p>
<p>21. Before approving reimbursement requests, require all garage operators to submit copies of the checks they have issued to vendors along with copies of vendor invoices, and for valet services provide supporting payroll records.</p>	<p>MTA</p>	<p><u>Concur.</u> Off-Street Parking staff implemented this process consistently as of August 2008.</p>
<p>22. Bill Pacific for \$11,700 for late submission of 2006 and 2007 independent auditors' annual reports.</p>	<p>MTA</p>	<p>MTA will analyze this finding further and take appropriate action.</p>

Recommendation	Responsible Agency	Response
<p>23. Date stamp independent auditors' annual reports it receives and record their receipt in a log. This will allow MTA to assess garage operators' compliance with the timely submission requirement in the management agreements.</p>	MTA	<p><u>Concur.</u> MTA will implement effective immediately.</p>
<p>24. Require Pacific to ensure that employees use the time stamp when clocking in and out of every shift. For instances in which employees forget to clock in or out, the employee should write the time on the card, initial it, and have a manager initial the card as well.</p>	MTA	<p><u>Concur.</u> MTA will implement effective immediately.</p>
<p>25. Require Pacific to maintain staff schedules, which should agree with time cards.</p>	MTA	<p><u>Concur.</u> Operators are currently required to submit staffing schedules with each request for reimbursement along with a breakdown by shift, by employee name, rate of pay and hours worked.</p>
<p>26. Independently verify at all its garages that it is now impossible to simultaneously gain entry with an access card and have a ticket dispensed.</p>	MTA	<p><u>Concur.</u> See item #18.</p>



Recommendation	Responsible Agency	Response
<p>27. Define the number of days that meets the "immediate" refund requirement in garage operating agreements, including in Section 7.1.b of the hospital garage's agreement.</p>	<p>MTA</p>	<p><u>Concur.</u> MTA will assist the Operator in developing the written standard operating procedures regarding monthly invoices, payment terms, late fees when applicable, and refund requirements, including documented proof that the refund to the customer was done. In addition, the contract between the customer and the Operator will also contain all applicable information.</p>
<p>28. Direct Pacific to enact procedures to facilitate issuance of card deposit refunds within the agreed-upon timeframe.</p>	<p>MTA</p>	<p>See item #27.</p>

# ATTACHMENT B: PACIFIC'S RESPONSE

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November 30, 2009

Ms. Tonia Lediju  
Director of Audits  
Office of the Controller  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 316  
San Francisco, CA 94102-4694

RE: Response to preliminary draft of 4 garage audits (Mission Bartlett, North Beach, Vallejo, SFGH)

Dear Ms. Lediju:

We are in receipt and have reviewed your preliminary audit findings for the above referenced garages. Thank you for the collaborative efforts of your team in working with our organization over the past 15 months. These audits were quite an undertaking, and your staff was both professional and a pleasure to work with.

At this time we wish to respond to the issues raised in your findings and address them as they appear in your report. Overall, we find your insights to be a welcome opportunity to begin important discussions with SFMTA to provide solutions to mutually shared issues. Our responses are as follows:

**Issue # 1 "Pacific undercharged transient parkers...unauthorized continuous grace period"**

Our team shall meet with SFMTA to further review the matter.

**Issue #2 "Pacific owes MTA \$11,743 for unaccounted transient tickets"**

Our team shall meet with SFMTA to further review the matter.

**Issue #3 Pacific and Marina...related entities...not prohibited**

Our team shall meet with SFMTA to further review the matter.

**Issue #4 "no written agreement for \$300,000 per year that SFGH pays for monthly parking"**

Our team shall meet with SFMTA to further review the matter.

**Issue #5 "Pacific gave free parking to employees...thousands of dollars to Sheriffs"**

Our team shall meet with SFMTA to further review the matter.

**Issue #6 "Documentation of insurance"**

We have submitted as required.



**Issue #7 "PPM operates North Beach and Vallejo under expired agreement"**

Per report, referred to City Attorney by Audit Staff.

**Issue #8 "should separately account for late fees charged to monthly parkers at hospital"**

We accept the audit finding. However, the Datapark fee computer does not allow for the breakout of these two transactions via a separate key. PPM does report these transactions separately on our daily and monthly reporting. PPM will work with SFMTA to add a late fee key on the Datapark equipment.

**Issue # 9 "gave Sheriffs Office... Free Parking"**

Our team shall meet with SFMTA to further review the matter.

**Issue #10 "Mission Bartlett Computer stolen"**

Our team shall meet with SFMTA to further review the matter.

**Issue #11 "proper voiding of access cards at SFGH for late payers"**

Our team shall meet with SFMTA to further review the matter.

**Issue #12 " Pacific invoices lacked adequate documentation"**

As directed to SFMTA we shall allow them to respond accordingly.

**Issue #13 "Ticket dispensers lack adequate control"**

We agree with the auditors finding. PPM identified this issue and referred it to SFMTA for resolution.

**Issue #14 " Timely refunds at Hospital Garage"**

We agree with the auditors findings.

We, or SFMTA shall keep you advised of our progress in discussions. Should you need to contact me in the meantime, please call me at the office (415) 434-4400.

Sincerely,

Behalru Mekbib



Managing Director

CC: Amit Kothari, SFMTA  
Sam Tadesse, Robert Stang, PPM

Pacific Park Management, Inc. Merchants Exchange Building • 465 California Street, Suite 473 • San Francisco, CA 94104 • Tel: 415.334.4400 • Fax: 415.394.4455  
180Y Franklin Street, Suite 302 • Oakland, CA 94612 • Tel: 510.663.0200 • Fax: 510.663.6202  
info@pacificparkonline.com • www.pacificparkonline.com

**INTRODUCTION FORM**

By a member of the Board of Supervisors or the Mayor

Time Stamp or Meeting Date

BY

2010 FEB 23 PM 12: 26

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO



I hereby submit the following item for introduction:

- \_\_\_\_\_ 1. For reference to Committee:  
An ordinance, resolution, motion, or charter amendment
- \_\_\_\_\_ 2. Request for next printed agenda without reference to Committee
- x   3. Request for Committee hearing on a subject matter
- \_\_\_\_\_ 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires..."
- \_\_\_\_\_ 5. City Attorney request
- \_\_\_\_\_ 6. Call file from Committee
- \_\_\_\_\_ 7. Budget Analyst request (attach written motion).
- \_\_\_\_\_ 8. Substitute Legislation File Nos.
- \_\_\_\_\_ 9. Request for Closed Session
- \_\_\_\_\_ 10. Board to Sit as A Committee of the Whole

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Mar

**SUBJECT:** City Services Auditor Report: San Francisco Municipal Transportation Agency: Audit of Mission Bartlett, North Beach, Vallejo Street, and San Francisco General Hospital Garages

The text is listed below or attached:

Signature of Sponsoring Supervisor: \_\_\_\_\_



**For Clerk's Use Only:**