

THIS PRINT COVERS CALENDAR ITEM NO.: 10.3 and 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

**PARKING AUTHORITY OF THE
CITY AND COUNTY OF SAN FRANCISCO**

DIVISION: Streets

BRIEF DESCRIPTION:

Approving amendments to four garage management contracts: SFMTA-2011/12-9 with Imperial Parking (U.S.) LLC for a total term of 11 years and a contract amount of \$1,536,324; SFMTA-2011/12-10 with IMCO Parking LLC for a total term of 11 years and a contract amount of \$1,243,152; SFMTA-2011/12-11 with LAZ Parking California LLC for a total term of 11 years and a contract amount of \$1,630,208; Fifth and Mission Garage Management Contract with IMCO Parking LLC for a total term of 11 years and a contract amount of \$740,217; and, requesting the Board of Supervisors to approve the contract amendments.

SUMMARY:

- The SFMTA manages 20 parking facilities in San Francisco that are operated by contracted parking-management vendors, the revenues of which are dedicated to support public transit.
- On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contracts Nos. SFMTA-2011/12-9, SFMTA-2011/12-10, and SFMTA-2011/12-11, for operation and management of the garages, divided into Groups A, B, and C, with Pacific Park Management, IMCO Parking LLC, and LAZ Parking California, LLC, respectively, each in an amount not to exceed \$907,920 and a total term of nine years.
- On January 3, 2012, the SFMTA Board approved and subsequently accepted assignment of a contract between the City of San Francisco Downtown Parking Corporation and IMCO Parking LLC for Operation and Management of the 5th & Mission Garage for a term not to exceed nine years and a contract amount of \$587,510.
- The proposed term extensions will provide staff time to complete a competitive process to select garage management firms for new contracts.

ENCLOSURES:

1. SFMTA Board Resolution
2. Parking Authority Commission Resolution
3. Amendments to Group A, Group B, Group C, and 5th & Mission Garage management contracts.

APPROVALS:

DIRECTOR



SECRETARY



DATE

September 29, 2021

September 29, 2021

ASSIGNED MTAB CALENDAR DATE: October 5, 2021

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PURPOSE

To approve amendments to four garage management contracts: SFMTA-2011/12-9 with Imperial Parking (U.S.) LLC for a total term of 11 years and a contract amount of \$1,536,324; SFMTA-2011/12-10 with IMCO Parking LLC for a total term of 11 years and a contract amount of \$1,243,152; SFMTA-2011/12-11 with LAZ Parking California LLC for a total term of 11 years and a contract amount of \$1,630,208; Fifth and Mission Garage Management Contract with IMCO Parking LLC for a total term of 11 years and a contract amount of \$740,217; and, requesting the Board of Supervisors to approve the contract amendments.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action will support the following goals and objectives of the SFMTA'S Strategic Plan:

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

Objective 2.3: Manage congestion and parking demand to support the Transit First Policy.

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

Objective 3.5: Achieve financial stability for the agency.

This action will support the following Transit First Policy Principles:

7. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.

DESCRIPTION

Background

Under the oversight of the SFMTA's Parking & Curb Management section of the Streets Division, the SFMTA manages 16 city-owned parking garages and lots and four parking garages owned by the Parking Authority, which are operated by contracted parking-management vendors. (The Parking Authority is a separate agency from the SFMTA. The members of the SFMTA Board sit *ex officio* as the Parking Authority Commission. The SFMTA manages the Parking Authority's garages under a contract with the Parking Authority Commission.) The SFMTA has divided the 20 garages into three groups (A, B, and C), and has contracted with parking management companies to operate the garages in the group assigned to them.

Group A, B, and C Contracts

On December 6, 2011, the SFMTA Board of Directors (Board) and the Parking Authority Commission (Commission) adopted Resolutions No. 11-144 and 11-145, respectively, approving

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Contracts Nos. SFMTA-2011/12-9, SFMTA-2011/12-10, and SFMTA-2011/12-11 for Operation and Management of Off-Street Parking Facilities, Groups A, B, and C, with Pacific Park Management, IMCO Parking LLC, and LAZ Parking California, LLC, respectively. Each contract was for an amount not to exceed \$907,920 and each for a base term of six years with three years of extension, for a total term of nine years, commencing on February 1, 2012.

5th & Mission Garage Contract

On January 3, 2012, the SFMTA Board adopted Resolution No. 12-3, which approved the terms of the contract between the City of San Francisco Downtown Parking Corporation, which leased the garage from the SFMTA, and IMCO Parking LLC for Operation and Management of the 5th & Mission Garage for a term not to exceed nine years and a total not-to-exceed contract amount of \$587,510. In the summer of 2013, the lessee Parking Corporation dissolved, the garage lease terminated, and the SFMTA regained possession and control of the garage. On September 24, 2012, the Director of Transportation approved the assignment of the IMCO management contract to the SFMTA. IMCO has managed the garage since then under SFMTA oversight.

Prior Contract Amendments

Each of the four agreements has been amended several times. All of the amendments were approved by the Director under his delegated authority, with the exception of one item approved by the SFMTA Board and the Parking Authority Commission on January 19, 2021 (see Group C detail below). In total, six garages were added to garage groups and \$1,266,925 was added to the respective contract value of \$3,311,270 for the four contracts, for a current cumulative contract amount of \$4,578,195 for the four contracts.

- *Group A Amendments* – Four amendments to this contract have:
 - Added two additional garages to the original six garages
 - Transferred the contract from Pacific Park Management (PPM) to Imperial Parking when Imperial purchased PPM.
 - Exercised two options for 18-month term extensions
 - Exercised a one-year term extension (resulting in a term of 10 years)
 - Added \$443,938 to the initial contract amount of \$907,920, for a revised total contract amount of \$1,351,858.

- *Group B Amendments* – Six amendments to this contract have:
 - Added two garages to the original two garages
 - Exercised two options for 18-month term extensions
 - Exercised a one-year term extension (for a total term of 10 years)
 - Added \$197,640 to the initial contract amount of \$907,920, for a revised total contract amount of \$1,105,560.

- *Group C Amendments* – Four amendments to this contract have:
 - Added two garages to the original five garages

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- Exercised two options for 18-month term extensions
- Exercised a one-year term extension (for a total term of 10 years)
- Added \$550,122 to the initial contract amount of \$907,920, for a revised total contract amount of \$1,458,042.
- **Note: The Fourth Amendment to the Group C contract was approved by the SFMTA Board and Parking Authority Commission on January 19, 2021.*
-
- *5th & Mission Garage Amendments* – Three amendments to this contract have:
 - Exercised two options to extend the term a total of four years
 - Exercised a one-year term extension (for a total term of 10 years)
 - Added \$75,225 to the initial contract amount of \$587,510 for a revised total contract amount of \$662,735.

Proposed Amendments to Existing Contracts

SFMTA staff had planned to issue a Request for Proposals (RFP) in the summer of 2021 seeking proposals for new parking operator contracts to start on February 1, 2022. However, the COVID-19 pandemic has disrupted the parking industry and dramatically reduced vehicle occupancies in the garages. Staff requires additional time to further evaluate the operations and management of the parking facilities. Further, parking management firms have indicated that they will be better positioned to submit quality proposals if they are given additional time. To provide that additional time, staff proposes to extend the four existing garage contracts to January 31, 2023. Staff anticipates bringing the RFP to the SFMTA Board and Parking Authority Commission for review and approval later this fall. New operator contracts will be submitted for approval to the Board and Commission, and then to the Board of Supervisors by December 2022. The new contracts will commence no later than February 1, 2023.

The proposed amendments will modify the four contracts as follows:

- *Group A, Fifth Amendment* – The amendment extends the term of the existing contract by one year to 11 years and increases the contract value by \$184,466 to \$1,536,324.
- *Group B, Seventh Amendment* – The amendment extends the term of the existing contract by one year to 11 years and increases the contract value by \$137,592 to \$1,243,152.
- *Group C, Fifth Amendment* – The amendment extends the term of the existing contract by one year to 11 years and increases the contract value by \$172,166 to \$1,630,208.
- *5th & Mission Garage, Fourth Amendment* – The amendment extends the term of the existing contract by one year to 11 years and increases the contract value by \$77,482 to \$740,217.

These four amendments are submitted to the Board and Commission for consideration because the proposed increase to the contract values and terms exceed the Director of Transportation's delegated authority.

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STAKEHOLDER ENGAGEMENT

Staff reviewed the proposed one-year delay of the RFP process and one-year extension of the contract with all major stakeholders in garage operations, including SFMTA executive management and all current garage operators. After detailed review and discussion of the potential impacts, all parties supported the proposal.

ALTERNATIVES CONSIDERED

SFMTA staff considered proceeding with an RFP process for garage operators in the summer of 2021. However, the COVID-19 pandemic has disrupted the parking industry and dramatically reduced vehicle occupancies in the garages. Staff requires additional time to further evaluate the operations and management of the parking facilities and most effectively set the stage for an optimal RFP process. The Board and Commission could extend the contracts for a period shorter than one year, but that may also result in fewer strong proposals from qualified parking management firms.

FUNDING IMPACT

Operating funds required to pay the fees due to the parking operators under the proposed amendments are budgeted in the approved SFMTA two-year budget.

ENVIRONMENTAL REVIEW

On September 10, 2021, the SFMTA, under authority delegated by the Planning Department, determined that the four proposed amendments are not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Civil Service Commission approval of a fifth modification to Personnel Services Contract request No. 4033-11/12 related to the proposed amendments is pending. Because some of the facilities covered by the four amendments are under the control of the Parking Authority, approval by the Parking Authority Commission and the SFMTA Board of Directors is required to award the amendments.

Following approval by the SFMTA Board and Parking Authority Commission, the amendments must be approved by the Board of Supervisors as required by Charter section 9.118(b), because the amendments will extend the term of the contracts past 10 years.

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The City Attorney has reviewed this report.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve amendments to four garage management contracts: SFMTA-2011/12-9 with Imperial Parking (U.S.) LLC for a total term of 11 years and a contract amount of \$1,536,324; SFMTA-2011/12-10 with IMCO Parking LLC for a total term of 11 years and a contract amount of \$1,243,152; SFMTA-2011/12-11 with LAZ Parking California LLC for a total term of 11 years and a contract amount of \$1,630,208; Fifth and Mission Garage Management Contract with IMCO Parking LLC for a total term of 11 years and a contract amount of \$740,217; and, request the Board of Supervisors to approve the contract amendments.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) owns or manages on behalf of other City departments the 5th & Mission Garage, Union Square Garage, Sutter Stockton Garage, Ellis O'Farrell Garage, Civic Center Garage, St. Mary's Square Garage, Portsmouth Square Garage, Golden Gateway Garage, Vallejo Street Garage, Moscone Center Garage, Performing Arts Garage, Kezar Stadium Parking Lot, 7th and Harrison Parking Lot, Mission Bartlett Garage, Pierce Street Garage, and 16th and Hoff Streets Garage; and

WHEREAS, The Parking Authority of the City and County of San Francisco (Parking Authority) owns the Lombard Street Garage, Polk Bush Garage, North Beach Garage, and the Zuckerberg-San Francisco General Hospital Garage, all which the SFMTA manages under a contract with the Parking Authority; and

WHEREAS, The SFMTA's and Parking Authority's garages are divided into three groups (referenced as Groups A, B, and C), and each group of garages is managed by a contracted garage management firm under the oversight of the SFMTA Parking & Curb Management section of the Streets Division; and

WHEREAS, On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contract No. SFMTA-2011/12-9 with Pacific Park Management (subsequently acquired by IMCO Parking LLC) in an amount not to exceed \$907,920 and a base term of six years and option to extend three more years for the management of Group A garages, comprising the Civic Center Garage, Lombard Street Garage, Performing Arts Garage, Mission Bartlett Garage, 16th & Hoff Street Garage, and the 7th & Harrison Parking Lot; and

WHEREAS, Four prior amendments to Contract No. SFMTA-2011/12-9 extended the term four years, added the Pierce Street Garage and Sutter Stockton Garage to Group A, and added \$443,938 to the contract amount; and

WHEREAS, The proposed Fifth Amendment to Contract No. SFMTA-2011/12-9 will extend the term one more year and add \$184,466 to the contract amount for a total term of 11 years and a contract amount of \$1,536,324; and

WHEREAS, On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contract No. SFMTA-2011/12-10 with IMCO Parking LLC in an amount not to exceed \$907,920 and a base term of six years and option to extend the term three more years for the management of Group B garages, comprising St. Mary's Square Garage, and the Golden Gateway Garage; and

WHEREAS, Six prior amendments to Contract No. SFMTA-2011/12-10 extended the term four years, added the Kezar Parking Lot and Portsmouth Square Garage to Group B, and added \$197,640 to the contract amount; and

WHEREAS, The proposed Seventh Amendment to No. SFMTA-2011/12-10 will extend the term one more year and add \$137,592 to the contract amount for a total term of 11 years and a contract amount of \$1,243,152; and

WHEREAS, On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contract No. SFMTA-2011/12-11 with LAZ Parking California, LLC, in an amount not to exceed \$907,920 and a base term of six years and option to extend the term three more years for the management of Group C garages, comprising the Moscone Center Garage, Polk Bush Garage, North Beach Garage, Vallejo Street Garage, and the Zuckerberg-San Francisco General Hospital Garage; and

WHEREAS, Four prior amendments to Contract No. SFMTA-2011/12-11 extended the term four years, added the Ellis O'Farrell Garage and Union Square Garage to Group C, and added \$550,122 to the contract amount; and

WHEREAS, The proposed Fifth Amendment to Contract No. SFMTA-2011/12-11 will extend one more year and add \$172,166 to the contract amount, for a total term of 11 years and a contract amount of \$1,630,208; and

WHEREAS, On January 3, 2012, the SFMTA Board approved the contract between the City of San Francisco Downtown Parking Corporation and IMCO Parking LLC for Operation and Management of the 5th & Mission Garage (5th and Mission Contract) for a term not to exceed nine years and an amount not to exceed \$587,510, which contract was assigned to the SFMTA in July 2013, when the Corporation dissolved and the SFMTA regained control of the garage in late 2014; and

WHEREAS, Three prior amendments to the Fifth and Mission Contract extended the term five years and added \$587,510 to the contract amount; and

WHEREAS, The proposed Fourth Amendment to the Fifth and Mission Contract will extend the term one more year and add \$77,482 to the contract amount for a total term of 11 years and a contract amount of \$740,217; and

WHEREAS, The proposed term extensions will provide SFMTA staff additional time to issue an RFP and complete a competitive process to select garage management firms for new contracts, which has been delayed but will be completed within the next twelve months; and

WHEREAS, SFMTA staff had planned to issue a Request for Proposals (RFP) in the summer of 2021 seeking proposals that would result in new parking operator contracts that would have had terms beginning on February 1, 2022, but staff has since determined that issuing the RFP and awarding contracts will take more time than previously anticipated, and that one-year extensions of the existing four contracts are needed; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Fifth Amendment to Contract No. SFMTA-2011/12-9 with Imperial Parking (U.S.) LLC to extend the contract term one year to January 31, 2023 and increase the contract amount by \$184,466, for a total term of 11 years and a total contract amount of \$1,536,324 for the management of the Group A garages comprising the Civic Center Garage, Sutter Stockton Garage, Lombard Street Garage, Performing Arts Garage, Pierce Street Garage, Mission Bartlett Garage, 16th & Hoff Streets Garage, and the 7th & Harrison Parking Lot; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Seventh Amendment to Contract No. SFMTA-2011/12-10 with IMCO Parking LLC to extend the contract term one year to January 31, 2023 and increase the contract amount by \$137,592, for a total term of 11 years and a total contract amount of \$1,243,152 for the management of the Group B garages comprising St. Mary's Square Garage, Portsmouth Square Garage, Golden Gateway Garage, and the Kezar Stadium Parking Lot; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Fifth Amendment to Contract No. SFMTA-2011/12-11 with LAZ Parking California LLC to extend the contract term one year to January 31, 2023 and increase the contract amount \$172,166, for a total term of 11 years and a total contract amount of \$1,630,208 for the management of the Group C garages comprising the Union Square Garage, Moscone Center Garage, Ellis-O'Farrell Garage, Polk Bush Garage, North Beach Garage, Vallejo Street Garage, and the Zuckerberg-San Francisco General Hospital Garage; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Fourth Amendment to a contract with IMCO Parking LLC for the management of the 5th and Mission Garage to extend the contract term one year to February 28, 2023, and increase the contract amount \$77,482, for a total term of 11 years and a total contract amount of \$740,217; and be it further

RESOLVED, That the SFMTA Board of Directors requests the Board of Supervisors to approve the contract amendments listed above; and be it further

RESOLVED, That the Director of Transportation is authorized in consultation with the City Attorney to take such action as he may deem necessary to effect the purpose of these resolutions and approvals.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 5, 2021.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SAN FRANCISCO
PARKING AUTHORITY COMMISSION

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) owns or manages on behalf of other City departments the 5th & Mission Garage, Union Square Garage, Sutter Stockton Garage, Ellis O'Farrell Garage, Civic Center Garage, St. Mary's Square Garage, Portsmouth Square Garage, Golden Gateway Garage, Vallejo Street Garage, Moscone Center Garage, Performing Arts Garage, Kezar Stadium Parking Lot, 7th and Harrison Parking Lot, Mission Bartlett Garage, Pierce Street Garage, and 16th and Hoff Streets Garage; and

WHEREAS, The Parking Authority of the City and County of San Francisco (Parking Authority) owns the Lombard Street Garage, Polk Bush Garage, North Beach Garage, and the Zuckerberg-San Francisco General Hospital Garage, all which the SFMTA manages under a contract with the Parking Authority; and

WHEREAS, The SFMTA's and Parking Authority's garages are divided into three groups (referenced as Groups A, B, and C), and each group of garages is managed by a contracted garage management firm under the oversight of the SFMTA Parking & Curb Management section of the Streets Division; and

WHEREAS, On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contract No. SFMTA-2011/12-9 with Pacific Park Management (subsequently acquired by IMCO Parking LLC) in an amount not to exceed \$907,920 and a base term of six years and option to extend three more years for the management of Group A garages, comprising the Civic Center Garage, Lombard Street Garage, Performing Arts Garage, Mission Bartlett Garage, 16th Hoff Streets Garage, and the 7th and Harrison Parking Lot; and

WHEREAS, Four prior amendments to Contract No. SFMTA-2011/12-9 extended the term four years, added Pierce Street Garage and Sutter Stockton Garage to Group A, and added \$443,938 to the contract amount; and

WHEREAS, The proposed Fifth Amendment to Contract No. SFMTA-2011/12-9 will extend the term one more year to January 31, 2023 and add \$184,466 to the contract amount, for a total term of 11 years and a contract amount of \$1,536,324; and

WHEREAS, On December 6, 2011, the SFMTA Board of Directors and the Parking Authority Commission approved Contract No. SFMTA-2011/12-11 with LAZ Parking California, LLC, in an amount not to exceed \$907,920 and a base term of six years and option to extend the term three more years for the management of Group C garages, comprising the Moscone Center Garage, Polk Bush Garage, North Beach Garage, Vallejo Street Garage, and the Zuckerberg-San Francisco General Hospital Garage; and

WHEREAS, Four prior amendments to Contract No. SFMTA-2011/12-11 extended the term four years, added Ellis O'Farrell Garage and Union Square Garage to Group C, and added \$550,122 to the contract amount; and

WHEREAS, The proposed Fifth Amendment to Contract No. SFMTA-2011/12-11 will extend one more year and add \$172,166 to the contract amount, for a total term of 11 years and a contract amount of \$1,630,208; and

WHEREAS, The proposed term extensions will provide SFMTA staff additional time to issue an RFP and complete a competitive process to select garage management firms for new contracts, which has been delayed but will be completed within the next twelve months; and

WHEREAS, SFMTA staff had planned to issue a Request for Proposals (RFP) in the summer of 2021 seeking proposals that would result in new parking operator contracts that would have had terms beginning on February 1, 2022, but staff has since determined that issuing the RFP and awarding contracts will take more time than previously anticipated, and that one-year extensions of the existing four contracts are needed; now, therefore, be it

RESOLVED, That the Parking Authority Commission approves the Fifth Amendment to Contract No. SFMTA-2011/12-9 with Imperial Parking (U.S.) LLC to extend the contract term one year to January 31, 2023 and increase the contract amount \$184,466, for a total term of 11 years and a total contract amount of \$1,536,324 for the management of the Group A garages comprising the Civic Center Garage, Sutter Stockton Garage, Lombard Street Garage, Performing Arts Garage, Pierce Street Garage, Mission Bartlett Garage, 16th & Hoff Streets Garage, and the 7th & Harrison Parking Lot; and be it further

RESOLVED, That the Parking Authority Commission approves the Fifth Amendment to Contract No. SFMTA-2011/12-11 with LAZ Parking California LLC to extend the contract term one year to January 31, 2023 and increase the contract amount \$172,166, for a total term of 11 years and a total contract amount of \$1,630,208 for the management of the Group C garages comprising the Union Square Garage, Moscone Center Garage, Ellis-O'Farrell Garage, Polk Bush Garage, North Beach Garage, Vallejo Street Garage, and the Zuckerberg-San Francisco General Hospital Garage; and be it further

RESOLVED, That the Director of Transportation is authorized in consultation with the City Attorney to take such action as he may deem necessary to effect the purpose of these resolutions and approvals.

I certify that the foregoing resolution was adopted by the Parking Commission of the City and County of San Francisco at its meeting of October 5, 2021.

Secretary, Parking Authority Commission

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

Fifth Amendment

**Agreement for Operation and Management of Off-Street Parking Facilities,
Group A,
Contract No. SFMTA-2011/12-09**

THIS FIFTH AMENDMENT (Amendment) is made as of February 1, 2022, in San Francisco, California, by and between **Imperial Parking (U.S.), LLC, a Delaware limited liability company** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term one year and increase the contract amount by \$184,466 to compensate Contractor for the additional services it will perform during the extended term.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals on April 29, 2011, and this Amendment is consistent with the process.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number #4033-11/12 on September 28, 2011.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 12, 2011, between Contractor and City, as amended by the:
 - First Amendment dated July 1, 2012,
 - Assignment and Assumption Agreement dated July 1, 2014,
 - Second Amendment dated January 31, 2018,

Third Amendment dated May 17, 2019,

Fourth Amendment dated February 18, 2021, and this Fifth Amendment.

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

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 5 (Term of the Agreement) as originally stated in the Agreement is modified to extend the term of the Agreement an additional twelve months with the addition of the following::

The term of the Agreement is hereby extended by 12 months, pursuant to the terms outlined in Section 5.1 of the Agreement. The revised term of the Agreement is February 1, 2012 to January 31, 2023.

2.2 Section 6.1 Management Fee and Reimbursement of Operating Expenses is replaced in its entirety to read as follows:

Section 6.1 Management Fee and Reimbursement of Operating Expenses.

(1) Manager shall be paid a monthly Management Fee of Eight Thousand Dollars (\$8,000) for services performed by it under this Agreement. Beginning the first month of contract years four (4), and seven (7) if the term is extended, the monthly Management Fee will be increased by five percent (5%). Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving of notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(2) Manager shall be entitled to reimbursement from the SFMTA for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this

Agreement. The SFMTA's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at the Facilities for the benefit of the SFMTA. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(3) The City shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

(4) The management fee for the extended term of February 21, 2022 to January 31, 2023 shall not exceed \$184,466. Total management fees for the term of the Agreement shall not exceed \$1,536,324.

Article 3 Effective Date

This Amendment shall be effective on and after January 31, 2022 or the date this Amendment is finally approved by all parties, whichever date is earlier.

Article 4 Legal Effect

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

End of Amendment; Signatures are on the following page.

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Imperial Parking (U.S.), LLC
_____ Jeffrey P. Tumlin Director of Transportation	_____ Leonard Carder President 777 S. Alameda St. 2nd Floor Los Angeles, CA 90021
Authorized By: Municipal Transportation Agency Board of Directors	City Supplier Number: 0000018466
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary, Board of Directors	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	

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

Seventh Amendment

**Agreement for Operation and Management of Off-Street Parking Facilities,
Group B,
Contract No. SFMTA-2011/12-10**

THIS SEVENTH AMENDMENT (Amendment) is made as of February 1, 2022, in San Francisco, California, by and between IMCO Parking, LLC (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- E. City and Contractor have entered into the Agreement (as defined below).
- F. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term one year and increase the contract amount by \$137,592 to compensate Contractor for the additional services it will perform during the extended term.
- G. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals on April 29, 2011, and this Amendment is consistent with the process.
- H. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number #4033-11/12 on September 28, 2011.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 5 Definitions

The following definitions shall apply to this Amendment:

- 5.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 12, 2011, between Contractor and City, as amended by the:
 - First Amendment dated June 16, 2017,
 - Second Amendment dated January 31, 2018,
 - Third Amendment dated February 27, 2019,

Fourth Amendment dated May 17, 2019,

Fifth Amendment dated July 1, 2020,

Sixth Amendment dated February 18, 2021, and this Seventh Amendment.

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

Article 6 Modifications to the Agreement

The Agreement is modified as follows:

6.1 Section 5 (Term of the Agreement) as originally stated in the Agreement is modified to extend the term of the Agreement an additional twelve months with the addition of the following:

The term of the Agreement is hereby extended by 12 months, pursuant to the terms outlined in Section 5.1 of the Agreement. The revised term of the Agreement is February 1, 2012 to January 31, 2023.

6.2 Section 6.1 Management Fee and Reimbursement of Operating Expenses is replaced in its entirety to read as follows:

Section 6.1 Management Fee and Reimbursement of Operating Expenses.
(5) Manager shall be paid a monthly Management Fee of Eight Thousand Dollars (\$8,000) for services performed by it under this Agreement. Beginning the first month of contract years four (4), and seven (7) if the term is extended, the monthly Management Fee will be increased by five percent (5%). Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving of notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(6) Manager shall be entitled to reimbursement from the SFMTA for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this

Agreement. The SFMTA's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at the Facilities for the benefit of the SFMTA. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(7) The City shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

(8) The management fee for the extended term of February 21, 2022 to January 31, 2023 shall not exceed \$137,592. Total management fees for the term of the Agreement shall not exceed \$1,243,152.

Article 7 Effective Date

This Amendment shall be effective on and after January 31, 2022 or the date this Amendment is finally approved by all parties, whichever date is earlier.

Article 8 Legal Effect

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

End of Amendment; Signatures are on the following page.

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	IMCO Parking, LLC
_____ Jeffrey P. Tumlin Director of Transportation	_____ Leonard Carder President
Authorized By: Municipal Transportation Agency Board of Directors	City Supplier Number: 0000018478
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary, Board of Directors	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	

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

Fifth Amendment

**Agreement for Operation and Management of Off-Street Parking Facilities,
Group C,
Contract No. SFMTA-2011/12-11**

THIS FIFTH AMENDMENT (Amendment) is made as of February 1, 2022, in San Francisco, California, by and between **LAZ Parking California, LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- I. City and Contractor have entered into the Agreement (as defined below).
- J. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term one year and increase the contract amount by \$172,166 to compensate Contractor for the additional services it will perform during the extended term.
- K. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals on April 29, 2011, and this Amendment is consistent with the process.
- L. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number #4033-11/12 on September 28, 2011.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 9 Definitions

The following definitions shall apply to this Amendment:

- 9.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 12, 2011, between Contractor and City, as amended by the:
 - First Amendment dated July 1, 2012,
 - Second Amendment dated January 31, 2018,

Third Amendment dated May 17, 2019,

Fourth Amendment dated January 25, 2021, and this Fifth Amendment.

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

Article 10 Modifications to the Agreement

The Agreement is modified as follows:

10.1 Section 5 (Term of the Agreement), as originally stated in the Agreement is modified to extend the term of the Agreement an additional twelve months with the addition of the following:

The term of the Agreement is hereby extended by 12 months, pursuant to the terms outlined in Section 5.1 of the Agreement. The revised term of the Agreement is February 1, 2012 to January 31, 2023.

10.2 Section 6.1 Management Fee and Reimbursement of Operating Expenses is replaced in its entirety to read as follows:

Section 6.1 Management Fee and Reimbursement of Operating Expenses.
(9) Manager shall be paid a monthly Management Fee of Eight Thousand Dollars (\$8,000) for services performed by it under this Agreement. Beginning the first month of contract years four (4), and seven (7) if the term is extended, the monthly Management Fee will be increased by five percent (5%). Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving of notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(10) Manager shall be entitled to reimbursement from the SFMTA for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this

Agreement. The SFMTA's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at the Facilities for the benefit of the SFMTA. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(11) The City shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

(12) The management fee for the extended term of February 21, 2022 to January 31, 2023 shall not exceed \$172,166. Total management fees during the term of the Agreement shall not exceed \$1,630,208.

Article 11 Effective Date

This Amendment shall be effective on and after January 31, 2022 or the date this Amendment is finally approved by all parties, whichever date is earlier.

Article 12 Legal Effect

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

End of Amendment; Signatures are on the following page.

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	LAZ Parking California, LLC
_____ Jeffrey P. Tumlin Director of Transportation	_____ Michael Harth Partner
Authorized By: Municipal Transportation Agency Board of Directors	Chief Cultural Officer 5901 Christie Avenue Suite 202 Emeryville, CA 94608
Resolution No: _____	City Supplier Number: 0000016454
Adopted: _____	
Attest: _____ Secretary, Board of Directors	
Approved as to Form: Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	

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

Fourth Amendment

**Agreement for Operation and Management of the
Fifth & Mission/Yerba Buena Parking Garage**

THIS FOURTH AMENDMENT (Amendment) to the Agreement is made as of March 1, 2022, in San Francisco, California, by and between **IMCO Parking LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- M. City and Contractor have entered into the Agreement (as defined below).
- N. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term one year and increase the contract amount by \$77,482 to compensate Contractor for the additional services it will perform during the extended term.
- O. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals on April 29, 2011, and this Amendment is consistent with the process.
- P. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number #4033-11/12 on September 28, 2011.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 13 Definitions

The following definitions shall apply to this Amendment:

13.1 **Agreement.** The term “Agreement” shall mean the Agreement dated January 9, 2012 between Contractor and City, as amended by the:

Assignment & Assumption Agreement dated August 24, 2011,

First Amendment dated March 1, 2017,

Second Amendment dated October 1, 2018,

Third Amendment dated January 28, 2021, and this Fourth Amendment.

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

Article 14 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 3.3 “Expiration Date” is replaced in its entirety to read as follows:

3.3 “Expiration Date” means February 28, 2023, the last date this Agreement is in effect, unless sooner terminated or extended.

2.2 Section 5.1 Term of the Agreement is replaced in its entirety to read as follows:

5.1 Term. The term of this Agreement shall be for a period of ten years, from March 1, 2012 to February 28, 2023, unless sooner terminated or extended as provided herein.

2.3 Section 5.2 Extension of the Agreement is replaced in its entirety to read as follows:

5.2 Extension. The SFMTA shall have the right, at its sole discretion to extend this Agreement by providing Manager thirty (30) days' advance written notice prior to the expiration of the Term set forth in Section 5.1 above. Such extension shall be on the same terms and conditions of this Agreement, and the Management Fee paid to Manager shall be at the rate specified in this Agreement. No single extension shall be for more than 24 months, and total extensions cannot exceed six years. During any such extension, the Corporation shall have the right to terminate this Agreement upon thirty (30) days' notice to Manager and Manager shall have the right to terminate this Agreement upon one hundred eighty (180) days' notice to the Corporation.

The SFMTA hereby exercises the aforesaid right to the extend the term of the Agreement as stated in Section 5.1, above.

2.4 Section 6.1 Management Fee and Reimbursement of Operating Expenses is replaced in its entirety to read as follows:

6.1 Management Fee and Reimbursement of Operating Expenses.

(a) Subject to adjustment as set forth below, Manager shall be paid a monthly Management Fee of Five Thousand Dollars (\$5,000) for services performed by it under this Agreement. The Management Fee shall be subject to a 5% increase

beginning the first month of fourth (4th) contract year, and annually thereafter, based on the increases of the Consumer Price Index (CPI) for All Urban Consumers in the SF-Bay Area Metropolitan Region, up to a maximum increase of 3% annually. [<http://data.bls.gov/cgi-bin/surveymost?cu> (Select "San Francisco -All Items)] Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving or notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the Corporation receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(b) Manager shall be entitled to reimbursement from the Corporation for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this Agreement. The Corporation's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at, or if approved by the Corporation, remotely for, the Facility for the benefit of the Corporation. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(c) Corporation shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

(d) The management fee for the extended term of March 1, 2022 to February 28, 2023 shall not exceed \$77,482. Total management fees for the term of the Agreement shall not exceed \$740,217.

Article 15 Effective Date

This Amendment shall be effective on and after February 28, 2022 or the date this Amendment is finally approved by all parties, whichever date is earlier.

Article 16 Legal Effect

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

End of Amendment; Signatures are on the following page.

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	IMCO Parking LLC
_____ Jeffrey P. Tumlin Director of Transportation	_____ Leonard Carder President
Authorized By: Municipal Transportation Agency Board of Directors	City Supplier Number: 0000018478
Resolution No: _____	
Adopted: _____	
Attest: _____ Secretary, Board of Directors	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	

