

**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 AMENDMENT (Amendment) is made as of _____, _____, 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.
- 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, and

Fourth Amendment dated February 18, 2021.

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 Extension of Term of the Agreement is replaced in its entirety to read as follows:

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 SFMT A. 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 amount of the extended term of February 21, 2022 to January 31, 2023 shall not exceed \$184,466.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the effective date.

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.

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

CITY	CONTRACTOR
<p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p>Imperial Parking (U.S.), LLC</p> <p>DocuSigned by: <i>Leonard Carder</i> ACD94E55AB4345F...</p> <hr/> <p>Leonard Carder President Real Esta</p> <p>City Supplier Number: 0000018466</p>

[City Attorney's Document No.]