

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave. 7<sup>th</sup> floor  
San Francisco, California 94103**

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

THIS AMENDMENT (this "Amendment") is effective as of July 1, 2012, in San Francisco, California, by and between Pacific Park Management ("Contractor"), and the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency, hereinafter referred to as "SFMTA," the Parking Authority of the City and County of San Francisco ("Parking Authority"), a public body corporate and politic, acting by and through the SFMTA (collectively, "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 add security and maintenance services at an additional facility to the services being performed under the Agreement, as allowed by the Agreement Section 4.5 "Addition or Deletion of Facilities."

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

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated December 12, 2011, between Contractor and City.

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

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 4.7.** Section 4.7 is added to the Agreement to read as follows:

**4.7 Services at Pierce Street Garage.** Manager agrees to provide the maintenance and security services set forth in Exhibit F at the Pierce Street Garage. In the event that Manager and City agree that Manager shall perform additional services at the Pierce Street Garage, the Management Fee shall not be increased except as provided in Section 6.1(1).

b. **Section 6.1.** Section 6.1, Management Fee and Reimbursement of Operating Expenses, is amended in its entirety to read as follows:

**6.1 Management Fee and Reimbursement of Operating Expenses.**

(1) Manager shall be paid a monthly Management Fee of Eight Thousand Three Hundred Forty-Eight Dollars (\$8,348) for services performed by it under this Agreement, including any services performed at the Pierce Street Garage under Section 4.7 and Exhibit F to 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).

c. **Exhibit A.** Exhibit A of the Agreement is amended to add the following:

**"Pierce Street Garage:**

Pierce Street Garage is a three-level, above-ground, 116-space metered parking facility with an entrance at 3252 Pierce Street, between Lombard and Chestnut streets, in the Marina District of San Francisco. The garage has dimensions of approximately 203 feet in the north-south direction (along Pierce Street) and approximately 138 feet in the east-west direction (parallel to Lombard Street).

Also known as Lots 9 through 13, Assessor's Block 490."

d. **Exhibit C.** Exhibit C of the Agreement is amended to add the following:



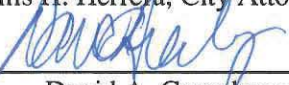

**“Pierce Street Garage:**

Monday – Saturday:           9:00 a.m. – 10:00 p.m.”

e. **Exhibit F.** The Agreement is amended by adding the attached Exhibit F, “Scope of Services – Pierce Street Garage,” to the Agreement.

3. **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.

<p><b>SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY</b></p> <p>Recommended:</p> <p>By: <u></u> <u>09/19/12</u> Amit M. Kothari, Director Off-Street Parking Division</p> <p><b>APPROVED:</b></p> <p>By: <u></u> <u>9.21.12</u> Edward Reiskin Director of Transportation San Francisco Municipal Transportation Agency and authorized agent for the Parking Authority of the City and County of San Francisco</p> <p>Approved as to Form: Dennis H. Herrera, City Attorney</p> <p>By: <u></u> <u>9/18/12</u> David A. Greenburg Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p>APPROVED:</p> <p>By: <u></u> <u>9/18/2012</u> Sam Tadesse, CEO &amp; Founder Pacific Park Management</p> <p>City vendor number: 58079</p>
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## Exhibit F

### Scope of Services- Pierce Street Garage

#### I. Summary

Beginning July 1, 2012, Pacific Park Management ("Contractor") shall assume limited management responsibilities at the Pierce Street Garage ("the facility") as set forth below. Contractor shall be responsible for providing maintenance and security services at the Garage, and may provide these services through the use of subcontractors. Contractor shall be responsible for providing management oversight of any subcontractors. Contractor shall have no responsibilities related to management of vehicle parking or revenue collection at the facility.

#### II. Maintenance Services

Contractor shall provide maintenance services at the facility in compliance with the following sections of the Management Agreement for Group A, dated December 12, 2011 (Management Agreement).

- Section 7.3: Maintenance Personnel and Contracting
- Exhibit E: Maintenance Standards and Format of Maintenance Schedule
- Appendix A: Parking Facility Operation and Management Regulations
  - Section 5: Maintenance and Repairs

#### III. Security Services

Contractor shall provide security services in compliance with the following sections of the Management Agreement.

- Section 7.4 Security Personnel and Contracting

#### IV. Reporting and Invoicing

Contractor shall provide a monthly report summarizing facility operations, as well as a monthly invoice of operating expenses, in compliance with the following sections of the Management Agreement.

- Appendix A: Parking Facility Operation and Management Regulations
  - Section 6.7: Monthly Reporting (*Except that subsections (a), (b) and (d) shall not be applicable to the facility since Contractor will not be purchasing or issuing tickets, collecting revenue or tracking or reporting on revenue collection or utilization*)
  - Section 6.8: Operating Expenses