

1 [Management Agreement Amendment - IMCO Parking, LLC - SFMTA Parking Garages and  
2 Lots - Not to Exceed \$207,000,000]

3 **Resolution approving a second amendment to the Management Agreement between**  
4 **the City and County of San Francisco and IMCO Parking, LLC, to add operation of the**  
5 **Music Concourse Garage to the contract scope of work including San Francisco**  
6 **Municipal Transportation Agency (SFMTA) parking garages and lots, and increase the**  
7 **contract amount by \$27,000,000 for a new not to exceed amount of \$207,000,000 with**  
8 **no change to the five year term of January 20, 2023, through January 19, 2028, effective**  
9 **upon approval of this Resolution.**

10

11 WHEREAS, The Music Concourse Garage (Garage) is an 800-space underground  
12 parking facility located in Golden Gate Park that serves persons visiting the park and  
13 institutions located in the park, such as the California Academy of Sciences and De Young  
14 Museum; and

15 WHEREAS, The Music Concourse Community Partnership (MCCP), a non-profit  
16 corporation, currently owns and operates the Garage under the terms of a ground lease  
17 between the MCCP and the Recreation and Park Department (RecPark); and

18 WHEREAS, RecPark has determined that the City can more efficiently and  
19 economically operate the Garage; and

20 WHEREAS, As authorized by Proposition N, enacted in June 2022, the City is in the  
21 process of acquiring the Garage from MCCP and transferring it to RecPark; and,

22 WHEREAS, RecPark has requested SFMTA to manage the Garage following its  
23 transfer to RecPark, in the same manner as SFMTA operates other RecPark parking facilities,  
24 the details of which are set in a Memorandum of Understanding between SFMTA and  
25 RecPark; and,

1           WHEREAS, The day-to-day operations of the Garage are currently managed by  
2 Imperial Parking, LLC, a professional parking management company, under a contract with  
3 MCCP; and

4           WHEREAS, Impark Corporation is a joint venture partner to the IMCO Parking, which  
5 manages 12 parking facilities for the SFMTA and the Parking Authority under Contract No.  
6 SFMTA-2021-64/2 (IMCO Contract), which provides that the SFMTA may at its option add  
7 parking facilities to that contract; and

8           WHEREAS, Upon transfer of the Garage to RecPark, the proposed Second  
9 Amendment to the IMCO Contract (Second Amendment) would add the Garage to the scope  
10 of the IMCO Contract; IMCO would then manage the day-to-day operations of the Garage  
11 with oversight from SFMTA and RecPark; and

12           WHEREAS, The proposed Second Amendment would increase the IMCO Contract  
13 amount \$27,000,000 to compensate IMCO additional management fees of \$1,600 per month  
14 and to reimburse IMCO for pre-approved Garage operating costs of approximately \$300,000  
15 per month, for a total amended contract amount not to exceed \$207,000,000; and

16           WHEREAS, RecPark will reimburse the SFMTA's administrative costs incurred in  
17 providing oversight to IMCO's management of the Garage and its revenues, in the same  
18 manner as SFMTA oversees the management and operations of other RecPark parking  
19 facilities; and

20           WHEREAS, On March 18, 2024, the SFMTA, under authority delegated by the  
21 Planning Department, determined that the amendment of the IMCO Contract and IMCO's  
22 management of the Garage under that Amendment is not a "project" under the California  
23 Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations  
24 Sections 15060(c) and 15378(b); and

25

1           WHEREAS, on June 4, 2024, the SFMTA Board of Directors approved Resolution  
2 No. 240604-058 authorizing the Director of Transportation to execute the Second Amendment  
3 to Contract No. SFMTA-2021-64/2 with IMCO Parking LLC and to forward to the Board of  
4 Supervisors for final approval; and

5           WHEREAS, A modification to Personal Services Contract No. 46036-21/22 was  
6 approved by the Civil Service Commission on July 1, 2024; and

7           WHEREAS, Board of Supervisors' approval of the Second Amendment is required  
8 under Charter Section 9.118, because the original value of the IMCO Contract was greater  
9 than \$10,000,000 and value of the proposed Amendment exceeds \$500,000; and

10          WHEREAS, A copy of the proposed Second Amendment is on file with the Clerk of the  
11 Board of Supervisors in File No. 240815, which is hereby declared to be part of this  
12 Resolution as if set forth fully herein; now, therefore, be it

13          RESOLVED, That the Board of Supervisors authorizes the Municipal Transportation  
14 Agency to execute the Second Amendment to Contract No. SFMTA-2021-64/2 with IMCO  
15 Parking, LLC, to add operations and management of the Music Concourse Garage to the  
16 scope of work of that contract and to increase the amount of that contract \$27,000,000 to  
17 compensate IMCO Parking, LLC, additional management fees and to reimburse approved  
18 operating expenses for that Music Concourse Garage as provided in the Contract, for an  
19 amended total contract amount not to exceed \$207,000,000, effective on the date stated in  
20 the documents effecting the transfer of the Music Concourse Garage from the Music  
21 Concourse Community Partnership to the Recreation and Park Commission; and be it

22          FURTHER RESOLVED, That the Municipal Transportation agency, in consultation with  
23 the City Attorney, is authorized to correct the Second Amendment and other documents  
24 (without altering substantive provisions of the contract) and to take other actions as necessary  
25 to implement and effect the purposes of this Resolution and the Second Amendment to

1 Contract No. SFMTA-2021-64/2, and to assist the Recreation and Park Department in the  
2 transfer of the Music Concourse Garage to the Recreation and Park Department; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
4 executed by all parties, the Municipal Transportation Agency shall provide the final agreement  
5 to the Clerk of the Board for inclusion into the official file.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25