

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

**First Amendment
Contract No. SFMTA-2021-64/1**

This First Amendment to Contract No. SFMTA-2021-64/1 (First Amendment) is made as of March 16, 2023, 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

- 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 amend Sections 13.2.6 (Bank Accounts) to modify procedures for transferring parking revenues, and to add a new Section 5.3 (Performance Bond) to guarantee the secure transfer of parking revenues.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on January 27, 2022.
- D. The City's Civil Service Commission approved Personal Services Contract (PSC) request No. 46036-21/22 on August 15, 2022, which covers the Agreement.
- E. The SFMTA Board of Directors approved the Agreement on September 20, 2022 by Resolution No. 220920-084, and the San Francisco Board of Supervisors approved this Agreement on November 17, 2022 by Resolution No. 474-22.

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 January 4, 2023, between Contractor and City, as modified by this First 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

2.1 Section 13.2.6 (Bank Accounts) is replaced in its entirety to read as follows:

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited to the Contractor's bank account. Upon receipt, transient funds will be transferred at the close of business into a City and County of San Francisco bank account designated by the SFMTA.

2.2 A new Section 5.3 (Performance Bond) is added to the Agreement to read as follows:

5.3 Performance Bond. Contractor is required to furnish a performance bond in the amount of One-Hundred Fifty Thousand Dollars (\$150,000) to guarantee the timely remittance of the daily receipts to SFMTA and faithful performance of this Agreement. The bond shall be in the form of a surety bond naming the City and County of San Francisco as obligee in the form agreed upon by both parties. Contractor shall cause the bond to be kept in full force and effect during the term of this Agreement to ensure the faithful performance by Contractor of all covenants, terms, and conditions of this Agreement. Contractor shall cause the surety company or bank issuing such bond to give SFMTA notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond of its intention not to renew or to cancel or terminate said bond. Contractor shall cause such bond to be renewed, extended, or replaced, at Contractor's sole cost, at least thirty (30) days before the expiration date or cancellation date of the bond, with another bond that complies with the requirements herein. If Contractor fails to do so, City may, without notice to Contractor, draw on the entirety of the bond and hold the proceeds thereof as a guarantee hereunder. If Contractor defaults with respect to any provision of this Agreement, City may use, apply or retain all or any portion of the proceeds of the bond for the payment of any sum to which City may become obligated by reason of Contractor's default or to compensate City for any loss or damage which City may suffer thereby.




Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on the date of this Amendment stated on the first page of this document.

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
San Francisco Municipal Transportation Agency	LAZ Parking California, LLC
 March 16, 2023	 March 16, 2023
_____ Jeffrey P. Tumlin Director of Transportation	_____ Mike Kuziak Chief Operating Officer
Approved as to Form: David Chiu City Attorney	 City Supplier Number: 0000016454
By:  March 16, 2023 _____ Robert K. Stone Deputy City Attorney	

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Appendices:

None