

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

**Amendment No. 1 to Agreement  
between the City and County of San Francisco  
and Serco Inc. for  
Parking Meter Coin Collection, Counting and Support Services  
Contract No. SFMTA#2011/12-08**

This Amendment No. 1 ("Amendment") is made as of March 25, 2013 in San Francisco, California, by and between Serco, Inc. ("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 clarify and amend the product support and handling fee for the Contractor.

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 **August 1, 2012** 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 modified as follows:
  - a. Section X of Appendix A (Scope of Work) is amended to read as follows:

**X. PROCUREMENT SERVICES**

**Product Support and Handling Fee**

Upon request of the SFMTA, the Contractor shall purchase or otherwise provide additional meter technology equipment, meter spare parts and related products, meter technology related software, and warranty or maintenance service contracts. The SFMTA will reimburse the Contractor for the direct costs of the equipment and any related software or warranty service contracts. The SFMTA will pay the Contractor an administrative fee of 4.99%, calculated as a percentage of the cost of the purchase, without sales taxes. Where applicable, the SFMTA shall reimburse Contractor for the actual amount of sales

taxes paid. For individual pass-through purchase requests exceeding \$1 million (without sales taxes), the SFMTA will pay the Contractor an administrative fee of 3.00%, calculated as a percentage of the cost of the equipment regardless of whether Contractor completes the procurement with multiple purchase orders. For the avoidance of doubt, the foregoing special 3.00% fee applies to individual pass-through purchases, and therefore is not tiered-pricing, nor is it a cumulative, volume discount/aggregate pricing model.

Procurement services shall be defined and mutually agreed upon by Serco and SFMTA in advance of any work being completed. Should the SFMTA exercise this option, the SFMTA and Contractor shall negotiate a project scope, schedule and related costs for the services.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**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.

<p><b>CITY</b></p> <p><b>San Francisco Municipal Transportation Agency</b></p> <p> _____ <b>Edward D. Reiskin</b> Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  _____ <b>Robin M. Reitzes</b> Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p><b>Serco Inc.</b></p> <p> _____ <b>David L. Cornell, Director of Contracts</b></p> <p>City vendor number: 7390801</p>
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