

San Francisco Municipal Transportation Agency

**First Amendment to Agreement for Operation and Management of the
Fifth & Mission/Yerba Buena Parking Garage**

THIS AMENDMENT (this "Amendment") is made as of March 1, 2017, in San Francisco, California, by and between IMCO Parking LLC ("Manager" or "Contractor"), and the San Francisco Municipal Transportation Agency, hereinafter referred to as "SFMTA" or "City."

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 of the agreement by two years.

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated January 9, 2012, between Contractor and the Downtown Parking Corporation (Corporation), which agreement was assigned by the Corporation and assumed by the SFMTA under the Assignment and Assumption Agreement dated September 24, 2012, and that is modified by this Amendment.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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.

2a. Section 5.1 (Term of the Agreement) is replaced in its entirety to extend the Agreement two years, for a total term of seven years, as follows:

Term. The term of this Agreement shall be for a period of seven (7) years, commencing at 12:00 a.m. on the March 1, 2012, and expiring at 11:59 p.m. on the February 28, 2019, unless sooner terminated or extended as provided herein.

2b. Section 3.4 (Expiration Date) is replaced in its entirety to read as follows:

3.4 "Expiration Date" means February 28, 2019, the last date this Agreement is in effect, unless sooner terminated or extended.

2c. **Sugar-Sweetened Beverage Prohibition.** Section 18.37 is added to the Agreement, as follows:

18.37. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2d. Section 7.11 (Earned Income Credit (EIC) Forms) is deleted and replaced in its entirety with the following section:

7.11 Consideration of Criminal History in Hiring and Employment Decisions.

7.11.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

7.11.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

2e. **Large Vehicle Driver Safety Training Requirements.** Section 18.38 is added to the Agreement, as follows:

18.38 Large Vehicle Driver Safety Training Requirements

18.38.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large

Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

18.38.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

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.

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


APPROVED:

**San Francisco
Municipal Transportation Agency**

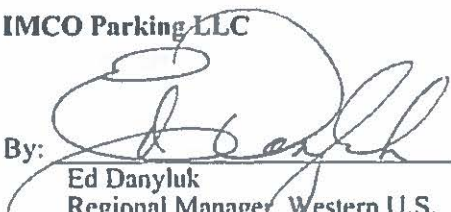
By: 
Edward D. Reiskin
Director of Transportation

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Robert K. Stone
Deputy City Attorney

IMCO Parking LLC

By: 
Ed Danyluk
Regional Manager, Western U.S.