

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

**First Amendment to Agreement for Operation and Management of Off-Street Parking
Facilities, Group B, Contract No. SFMTA-2011/12-10**

THIS AMENDMENT (this "Amendment") is made and is effective as of June 16, 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).

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 December 12, 2011, between the Manager and the SFMTA, as 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. Addition of Kezar Lot to Group B, effective June 1, 2017. Exhibit A of the Agreement is amended to add the following:

Kezar Lot

The Kezar Lot is a 107,440 square foot, 300 space surface parking lot located at Stanyan Street near Frederick Street at the east end of Golden Gate Park and adjacent to the Haight Street commercial corridor, more fully described below:

Beginning at a point on the westerly line of Stanyan Street, distance thereon 56.125' northwesterly from the northerly line of Frederick Street. Running thence northwesterly along the northerly property line of Block 1263 lot 1, 6, & 7, 260.541'; thence southerly along the westerly line of Block 1263 lot 7, 78.646'; thence westerly along the northerly line of Frederick Street 153' to the northeasterly intersection of Frederick and Willard Street; thence northerly along the easterly line of Willard Street and its northerly prolongation 328.75'; thence easterly and parallel with the northerly line of Beulah Street, 412.5' to a point in the westerly line of Stanyan Street; thence at a right angle westerly, 82.5'; thence at a right angle southerly, 129.5'; thence at a right angle easterly 82.5' to a point on the westerly line of Stanyan Street and the point of beginning.

2b. Sugar-Sweetened Beverage Prohibition. Section 18.39 is added to the Agreement, as follows:

18.39. 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 10I, as part of its performance of this Agreement.

2c. 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.

2d. Large Vehicle Driver Safety Training Requirements. Section 18.41 is added to the Agreement, as follows:

18.41 Large Vehicle Driver Safety Training Requirements


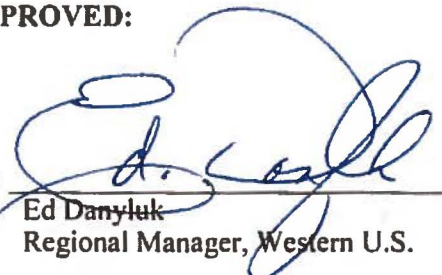

18.41.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program 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.

18.41.2 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, as stated above.

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.

San Francisco Municipal Transportation Agency	MANAGER: IMCO Parking LLC
APPROVED:	APPROVED:
By:  Edward D. Reiskin Director of Transportation	By:  Ed Danyluk Regional Manager, Western U.S.
Approved as to Form: Dennis J. Herrera City Attorney	
By:  Robert K. Stone Deputy City Attorney	