

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

**Third 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 as of February 27, 2019 in San Francisco, California, by and between IMCO Parking, LLC (“Manager” or “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 Manager have entered into the Agreement (as defined below) for the operation and management of off-street parking facilities, Group B, which includes the Golden Gateway Garage.
- B. The previous contract for operation and management of the Golden Gateway Garage, in place from August, 2001 until January, 2012, provided that the contractor would operate a Park and Ride Program providing shuttle service from the Garage to Chinatown during specified weekend hours, and submit the costs of this program to SFMTA as part of the contractor’s operating expenses.
- C. As an operating expense, the SFMTA reimbursed the Garage operator for the cost of providing this service to Garage patrons.
- D. In 2012, the SFMTA replaced the separate contracts for management and operation of individual City-run garages with three new contracts, encompassing all of the garages. Group B consisted of the Golden Gateway and St. Mary’s Square Garages.
- E. The Agreement for Group B inadvertently deleted any reference to Park and Ride Program at the Golden Gateway Garage; nonetheless, the Manager has continued to provide the shuttle service, subcontracting with shuttle operators, and the SFMTA has continued to reimburse the Manager for the cost of providing the service.
- F. Accordingly, the Director of Transportation finds that the payments made by the SFMTA to the Manager for the cost of providing the Park and Ride shuttle service beginning in February, 2012 and continuing through the present reflect the intentions of the parties and retroactively approves such payments made during the term of the Agreement. The Director of Transportation further retroactively authorizes Manager to subcontract the operation of the Park and Ride shuttle service.

G. In addition, this Third Amendment also amends the Agreement to clarify that prospectively, the Park and Ride program is within the scope of services.

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 Manager and City, as amended by the:

First Amendment, dated June 16, 2017, and

Second Amendment, dated January 31, 2018.

1b. **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 7.6(3) (Term of the Agreement) is hereby added to read as follows:

**(3) Park & Ride Validation Program at Golden Gateway Garage.** Manager is authorized to provide a Park and Ride Validation Program at the Golden Gateway Garage, as described in Section C and Exhibit 2 of the *Park & Ride Validation Program Memorandum of Understanding*, dated February 7, 2012, between the Chinatown Community Development Center and Manager ("the MOU"), which memorandum is attached to this agreement as Exhibit F. Manager is authorized to subcontract with a qualified shuttle service provider to provide shuttle service from the Golden Gateway Garage to Chinatown and return in accordance with the MOU, subject to the following conditions:

(a) The term of any such subcontract shall not exceed the term of this Agreement, as set forth in Section 5;

(b) The total amount of any such subcontract shall not exceed Four Hundred Thousand Dollars (\$400,000).

(c) Manager shall have the authority to terminate any such subcontract with or without cause upon 30 days' written notice to subcontractor.


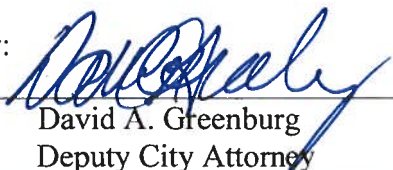
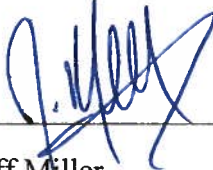
Manager shall include monthly invoices from the shuttle service vendor in its monthly invoice packages submitted to SFMTA.

2a. Exhibit F is added to the Agreement.

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> <hr/>  <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  David A. Greenburg Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p><b>IMCO Parking, LLC</b></p> <hr/>  2/27/2019 Jeff Miller Senior Vice President, Southwest Region <p>City vendor number: <b>0000018478</b></p>
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## EXHIBIT F

### PARK & RIDE VALIDATION PROGRAM MEMORANDUM OF UNDERSTANDING between

**Chinatown Community Development Center and Golden Gateway Garage Operator**

**A. Parties to this Memorandum of Understanding (MOU)**

The Chinatown Community Development Center (Chinatown CDC), Golden Gateway Garage Operator (GGGO)

**B. Purpose of MOU**

The purpose of this MOU is to define duties and responsibilities of all parties for the operation and management of the Park & Ride Validation Program and shuttle service.

**C. Description of Project**

**Background Information - Park and Ride Validation and Shuttle Service:**

The Park & Ride Program is a private-public partnership between the San Francisco Municipal Transportation Agency (SFMTA), the Chinatown CDC, and the GGGO. The goal of the program is to reduce traffic congestion in Chinatown and to reduce the environmental impact of traffic and pollution.

The Park & Ride Program was implemented in 1998 to mitigate the loss of visitors to San Francisco's Chinatown after the closure of the Embarcadero Freeway in 1991. The Park & Ride Program currently provides \$3.00 validated parking, which is subject to SFMTA's board approved rates, with a minimum \$3.00 purchase at a participating Chinatown business and free shuttle service between the Golden Gateway Garage and Chinatown. The program operates on Saturdays and Sundays from 9 am to 10 pm.

The purpose of the Park & Ride validation program is to encourage more shoppers and diners to frequent San Francisco's Chinatown by providing affordable weekend parking at the Golden Gateway Garage. As of February 2008, validation stamp usage was extended to a central information desk at the Ferry Building.

**Merchant Participation:** Participating San Francisco Chinatown merchants may be issued the current approved Park & Ride validation stamps. [See Exhibit 1]

**Shuttle Service Routes and Schedule:** The Park & Ride shuttles pick visitors up at the intersection of Davis and Washington Streets, and travel west on Sacramento, north on Powell, and east on Broadway before returning to the Golden Gateway Garage to drop off and pick up passengers (see Exhibit 2).

**D. Duties and Responsibilities of Stakeholders**

- 1) Chinatown Community Development Center (Chinatown CDC)
- 2) Golden Gateway Garage Operator (GGGO)
- 3) Joint Participation between Chinatown CDC and GGGO

**1) Chinatown Community Development Center**

- Marketing and outreach of the Chinatown Park & Ride Program
- Maintain Park & Ride hotline and website
- Conduct ongoing Chinese media outreach
- Conduct new merchant and customer outreach
- Keep inventory of marketing materials (brochures, decals, posters, etc.)
- Maintain inventory of validation stamps (sequentially numbered for tracking purposes)
- Order additional stamps as needed and send invoice and range of stamp numbers to GGGO
- Collect unused/returned stamps after merchant gives notification of non-participation in Park & Ride program
- Be the liaison between special events coordinators and GGGO when they request stamps
- Monitor any impacts to shuttle route and inform GGGO
- Maintain participating merchant database with merchant information
- Provide advance notice to participating merchants of any changes to Park & Ride Program
- Email updated participating merchant database to GGGO and SFMTA on a quarterly basis
- Collect annual merchant and customer surveys
- Design bilingual decals, posters for merchants, brochures for visitors, signs for shuttle buses, and directional signage for inside the garage
- Track Park & Ride users once a quarter
- Testify at hearings if there are any events or projects that would impact the shuttle route
- Work to mitigate impacts of shuttle route detours and inform users of changes in English and Chinese
- Take necessary action to curtail misuse and abuse within thirty days of notification by SFMTA or GGGO

**2) Golden Gateway Garage Operator**

- Manage and process payments for Park & Ride expenses pursuant to the SFMTA approved budget
  - Payment to shuttle provider
  - Monthly payment to Chinatown CDC to assist with the marketing and outreach of the Park & Ride Program
- GGGO will implement and post parking rate structures, including validation programs

MOU between Chinatown CDC and GGGO

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Updated February 7, 2012

- Track garage capacity and usage, and submit quarterly report to Chinatown CDC
- Print and pay for decals, posters for merchants, brochures for visitors, signs for shuttle buses, and directional signage for inside the garage, all designed and to be bilingual by Chinatown CDC
- Identify and investigate possible areas of misuse
- Report in writing results of investigations regarding validation abuse to SFMTA and the Chinatown CDC
- Maintain participating merchant list separate from the CCDC database
- Develop data collection strategy to track ridership data on quarterly basis
- Compare ridership data with garage utilization and report to SFMTA quarterly
- Audit CCDC vendor list against garage vendor list and report any discrepancies back to CCDC and SFMTA with ten business days. SFMTA should be provided a complete and error free vendor list by email no later than the end of the month following the close of each quarter
- Manage participating merchant list for any MTA-approved areas outside the San Francisco Chinatown area
- Include all reimbursable Park & Ride expenses in SFMTA monthly management report
- Provide customers advance notice of any upcoming changes (i.e., special event parking,)
- Work with shuttle company for services provided and for any detours that occur due to special events, and communicate those changes to Chinatown CDC
- Request Park & Ride brochures for distribution from the Chinatown CDC as needed

**3) Joint Participation between Chinatown CDC and GGGO**

- Upon notice from SFMTA, Chinatown CDC and GGGO will work together to retract stamps from merchants who misuse the stamp


**E. Funding for Park and Ride Validation Program**

Subject to SFMTA Board approval and SFMTA funding per fiscal year, the GGGO shall provide payment of shuttle services and marketing/outreach expenses.

In Witness Whereof, the parties hereto execute the Memorandum of Understanding  
as of the last date set forth below.


**CHINATOWN COMMUNITY DEVELOPMENT CENTER**

**Recommended By:**

  
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Date: 3/26/2012

**Cindy Wu**  
Community Planning Manager

  
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Date: 3/26/2012

**Reverend Norman Fong**  
Executive Director

**GOLDEN GATEWAY GARAGE OPERATOR**

**Recommended By:**

  
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Date: 4-4-12

**Jeff Ogle**  
General Manager at ImCo

  
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Date: 4-5-12

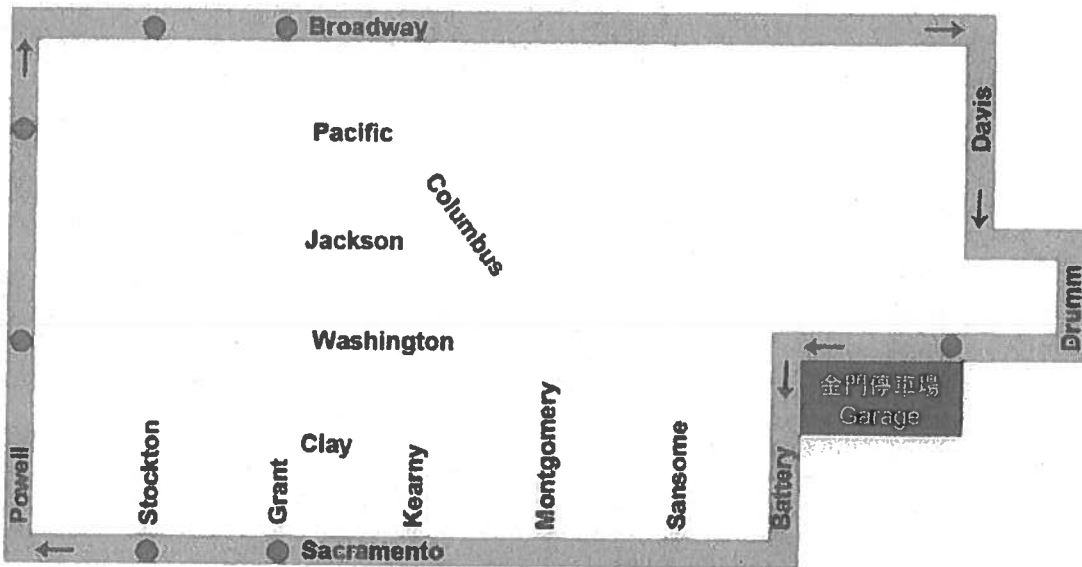
**Fred Bekele**  
Partner at ImCo

Attachment: Exhibit 1 and Exhibit 2

**Exhibit 1: Current Park & Ride Validation Stamp:**



**Exhibit 2: Current Park & Ride Shuttle Route as of 9/1/09**



Currently, there is shuttle service between 9 am and 10 pm on Saturdays and Sundays. (With changes and extended hours during special Chinatown community events such as Chinese New Year Flower Fair and Community Fair, Autumn Moon Festival, etc.).



