

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

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

THIS FIFTH AMENDMENT TO AGREEMENT (“Fifth Amendment”) is made as of July 1, 2020 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).
- B. City and Manager desire to modify the Agreement on the terms and conditions set forth herein.

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

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

1a. Agreement. The term “Agreement” shall mean the Agreement dated December 12, 2011, between Manager and City, as amended by this Fifth Amend and the following previous amendments:

First Amendment, dated June 16, 2017, and

Second Amendment, dated January 31, 2018, and

Third Amendment, dated February 27, 2019, and

Fourth Amendment, dated May 17, 2019.

1b. Other Terms. Terms used and not defined in this Fifth Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement.

2a. Addition of Portsmouth Square Garage to Group B, effective July 1, 2020.

Commencing July 1, 2020 Contractor shall manage the Portsmouth Square Garage in addition to and in the same manner as the other facilities listed in the Agreement under Group B

of SFMTA off-street parking facilities. Exhibit A of the Agreement is amended to add the following:




Portsmouth Square Garage

That portion of that certain premises beginning at the point of intersection of the southerly line of Washington Street with the westerly line of Kearny Street; running thence southerly along said line of Kearny Street 275 feet to the northerly line of Clay Street; thence at a right angle westerly along Clay Street 204 feet and 2 inches to the easterly line of Brenham Place; thence at a right angle northerly along said line of Brenham Place 275 feet to the southerly line of Washington Street; thence at a right angle easterly along said line of Washington Street 204 feet and 2 inches to the point of beginning; excluding therefrom the Portsmouth Square Plaza on the roof of the parking garage, and the park improvements associated with the Portsmouth Square Plaza.

- 3. Contract Amount.** The Contract Amount is increased \$10,584, for a total modified contract amount not to exceed \$967,968, to compensate Contractor for Management Fees, in accordance with Section 6.1(1) of the Agreement. Contractor will be reimbursed its operating expenses for operating the Portsmouth Square Garage as provided in Section 6.1(2) of the Agreement.
- 4. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on July 1, 2020 following signature by all parties.
- 5. Legal Effect.** Except as expressly modified by this Fifth Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- 6.. Execution by Counter-Parts.** This Fifth Amendment may be executed in multiple counterparts, each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment or any other documents pursuant to this Agreement by any electronic means with proof of delivery shall be deemed to be, and shall have the same legal effect as, execution by an original signature and delivery in person.

Signatures on following page

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p></p> <hr/> <p>Jeffrey Tumlin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: </p> <hr/> <p>Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2020\1000448\01458150.docx</p>	<p>CONTRACTOR</p> <p>IMCO Parking, LLC</p> <p>DocuSigned by:  1A37466C9D624C5...</p> <hr/> <p>Todd Brosius President – North America 233 Peachtree Street Harris Tower – Suite 2600 Atlanta, GA 30303</p> <p>City vendor number: 0000018478</p>
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