

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

**Fifth Amendment**

**Agreement for Operation and Management of Off-Street Parking Facilities,  
Group C,  
Contract No. SFMTA-2011/12-11**

THIS FIFTH AMENDMENT (Amendment) is made as of February 1, 2022, in San Francisco, California, by and between **LAZ Parking California, LLC** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- I. City and Contractor have entered into the Agreement (as defined below).
- J. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term one year and increase the contract amount by \$172,166 to compensate Contractor for the additional services it will perform during the extended term.
- K. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals on April 29, 2011, and this Amendment is consistent with the process.
- L. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number #4033-11/12 on September 28, 2011.

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

**Article 9 Definitions**

The following definitions shall apply to this Amendment:

- 9.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 12, 2011, between Contractor and City, as amended by the:
  - First Amendment dated July 1, 2012,
  - Second Amendment dated January 31, 2018,

Third Amendment dated May 17, 2019,

Fourth Amendment dated January 25, 2021, and this Fifth Amendment.

9.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 10 Modifications to the Agreement**

The Agreement is modified as follows:

10.1 Section 5 (Term of the Agreement), as originally stated in the Agreement is modified to extend the term of the Agreement an additional twelve months with the addition of the following:

The term of the Agreement is hereby extended by 12 months, pursuant to the terms outlined in Section 5.1 of the Agreement. The revised term of the Agreement is February 1, 2012 to January 31, 2023.

10.2 Section 6.1 Management Fee and Reimbursement of Operating Expenses is replaced in its entirety to read as follows:

Section 6.1 Management Fee and Reimbursement of Operating Expenses.  
(9) Manager shall be paid a monthly Management Fee of Eight Thousand Dollars (\$8,000) for services performed by it under this Agreement. Beginning the first month of contract years four (4), and seven (7) if the term is extended, the monthly Management Fee will be increased by five percent (5%). Provided Manager is not in default under this Agreement, or an event has not occurred that, with the giving of notice or the passage of time, would constitute a default, the Management Fee shall be due and payable under the requisition procedure required by Section 6.8 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.7 of the Facility Regulations. Should the Commencement Date or the Expiration Date occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

(10) Manager shall be entitled to reimbursement from the SFMTA for all Operating Expenses properly incurred and paid by Manager in the performance of Manager's duties hereunder and as specified in the approved Budget in accordance with the Facility Regulations. Such reimbursement shall be subject to Manager's compliance with the submittal procedures set forth in the Facility Regulations and shall be subject to all City approvals required under this

Agreement. The SFMTA's obligation to reimburse Manager for wages, salaries or benefits is limited to reimbursement for time that employees of Manager are actually working at the Facilities for the benefit of the SFMTA. Manager shall not be reimbursed for overhead expenses that have not been specifically set out as reimbursable expenses. All costs not identified as reimbursable expenses shall be borne by Manager.

(11) The City shall make all payments to Manager at the address specified in Section 17 (Notice Requirements).

(12) The management fee for the extended term of February 21, 2022 to January 31, 2023 shall not exceed \$172,166. Total management fees during the term of the Agreement shall not exceed \$1,630,208.

#### **Article 11 Effective Date**

This Amendment shall be effective on and after January 31, 2022 or the date this Amendment is finally approved by all parties, whichever date is earlier.

#### **Article 12 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.

*End of Amendment; Signatures are on the following page.*

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

<b>CITY</b>	<b>CONTRACTOR</b>
<b>San Francisco Municipal Transportation Agency</b>	<b>LAZ Parking California, LLC</b>
_____ Jeffrey P. Tumlin Director of Transportation	
Authorized By: Municipal Transportation Agency Board of Directors	Michael Harth Partner Chief Cultural Officer 5901 Christie Avenue Suite 202 Emeryville, CA 94608
Resolution No: _____	City Supplier Number: 0000016454
Adopted: _____	
Attest: _____ Secretary, Board of Directors	
Approved as to Form: Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	