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

#### Fourth Amendment to Agreement Between the City and County of San Francisco and Serco Inc. for Parking Meter Coin Collections, Counting and Support Services

## Contract No. 2011-12-08

THIS FOURTH AMENDMENT (this Amendment) is made as of July 1, 2019, in San Francisco, California, by and between Serco Inc. (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 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 revise employee pay rates based on the Collective Bargaining Agreement between the Contractor and Teamsters Local Unit No. 665, dated June 13, 2019.

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 August 1, 2012, between Contractor and City, as amended by the:

First Amendment, dated March 25, 2013, and the Second Amendment, dated May 4, 2016, and the Third Amendment, dated August 1, 2017.

**1b.** Contract Monitoring Division. 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. Appendix B (Calculation of Charges) is replaced in its entirety to read as follows:

	TABLE 1		
<b>Contract Management Fees</b>	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
Collections Management Fee	\$81,297	\$4,279	\$85,576
Counting Management Fee	\$29,878	\$1,573	\$31,451
Product Support Management Fee	\$27,794	\$1,463	\$29,257
Total	\$138,969	\$7,315	\$146,284

#### Appendix B Calculation of Charges

			TABLE 2			
Position	Description	Hourly Billing Rate as of 08/01/17	Hourly Billing Rate as of 01/01/18	Hourly Billing Rate as of 12/01/2018	Hourly Billing Rate as of 1/1/2020	Hourly Billing Rate as of 1/1/2021
Revenue Collector - Step 1	0-6 Mos.	\$30.10	\$30.19			
Revenue Collector - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Revenue Collector -	13-18 Mos.	\$34.25	\$34.36	φ37.70	φτ1.τυ	φτ2.32
Step 3 Revenue Collector - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16
Revenue Collector - Step 5	Crew Lead	\$54.29	\$56.07	\$63.39	\$65.77	\$68.03
Coin Room Operator - Step 1	0-6 Mos.	\$30.10	\$30.19	φ03.37	φ0 <i>3.11</i>	φ00.05
Coin Room Operator - Step 2	7-12 Mos.	\$31.13	\$31.23	\$39.78	\$41.40	\$42.52
Coin Room Operator - Step 3	13-18 Mos.	\$34.25	\$34.36			
Coin Room Operator - Step 4	18 + Mos.	\$47.21	\$48.75	\$55.12	\$57.19	\$59.16

Health and wehare Fremiums						
Existing Premium Future Premiums						
1/1/2019	1/1/2020	1/1/2021	1/1/2022			
\$1,282	\$1,383	\$1,494	\$1,613			

# TABLE 3Health and Welfare Premiums

DBA/IT Services	Hourly Rates
Oracle DBA Support	\$157.25
IT Support	\$139.00

Procurement Burden	Rate
Procurement Burden Rate (\$0 up to \$1M):	4.99%
Procurement Burden Rate (\$1M and more):	3.00%

Monthly Equipment and Maintenance Fees	Monthly Cost
Monthly Server Maintenance	\$2,830.50
Monthly Maintenance FTP Hosting	\$2,044.25
MST Coin Sorter Maintenance	\$1,675.66
Total	\$6,550.41

2b. Appendix B-1 is replaced in its entirety to read as follows:

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick and Vacation Leave Accrual)	Holidays	Hospital Leave	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5 X	2x
Category	EMPLOYER PAYMENTS					STRAIGHT-TIME	OVE	RTIME			
Meter Collector & Coin Room Operator (0-12 Months)	\$17.50	\$7.40	\$0.25	\$0.92	\$0.67	\$0.00	\$0.43	\$2.44	\$29.61	\$26.25	\$35.00
Meter Collector & Coin Room Operator (12+ Months or Journeyman)	\$24.15	\$7.40	\$0.25	\$1.27	\$1.11	\$0.28	\$0.43	\$2.44	\$37.33	\$36.23	\$48.30
Meter Collector & Coin Room Operator (24+ Months or Journeyman)	\$24.15	\$7.40	\$0.25	\$1.73	\$1.11	\$0.28	\$0.43	\$2.44	\$37.79	\$36.23	\$48.30
Meter Collector & Coin Room Operator (5+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$2.20	\$1.11	\$0.28	\$0.43	\$2.44	\$38.26	\$36.23	\$48.30
Meter Collector & Coin Room Operator (12+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$2.66	\$1.11	\$0.28	\$0.43	\$2.44	\$38.72	\$36.23	\$48.30
Meter Collector & Coin Room Operator (20+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$3.13	\$1.11	\$0.28	\$0.43	\$2.44	\$39.19	\$36.23	\$48.30
Meter Collector & Coin Room Operator (25+ Years or Journeyman)	\$24.15	\$7.40	\$0.25	\$3.59	\$1.11	\$0.28	\$0.43	\$2.44	\$39.65	\$36.23	\$48.30

Crew Lead (< 2 Years )	\$27.77	\$7.40	\$0.25	\$1.46	\$1.28	\$0.32	\$0.43	\$2.44	\$41.35	\$41.66	\$55.54
Crew Lead (2+ Years )	\$27.77	\$7.40	\$0.25	\$1.99	\$1.28	\$0.32	\$0.43	\$2.44	\$41.88	\$41.66	\$55.54
Crew Lead (5+ Years )	\$27.77	\$7.40	\$0.25	\$2.53	\$1.28	\$0.32	\$0.43	\$2.44	\$42.42	\$41.66	\$55.54
Crew Lead (12+ Years )	\$27.77	\$7.40	\$0.25	\$3.06	\$1.28	\$0.32	\$0.43	\$2.44	\$42.95	\$41.66	\$55.54
Crew Lead (20 + Years)	\$27.77	\$7.40	\$0.25	\$3.60	\$1.28	\$0.32	\$0.43	\$2.44	\$43.48	\$41.66	\$55.54
Crew Lead (25 + Years)	\$27.77	\$7.40	\$0.25	\$4.13	\$1.28	\$0.32	\$0.43	\$2.44	\$44.02	\$41.66	\$55.54

**3.** Pay rates listed above are **retroactive to December 1, 2018**, as noted in Table 2 of Appendix B.

**4.** Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2019.

5. 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 on August 8, 2019

СІТҮ	CONTRACTOR
San Francisco Municipal Transportation Agency	Serco Inc.
tom Maguire, for	Chan Pluvong
Edward Reiskin Director of Transportation	Chan Phuong Contracts Representative
Approved as to Form:	City Supplier Number: 0000011245
Dennis J. Herrera City Attorney	
By: Robin Reitzes	
Robin M. Reitzes Deputy City Attorney	