

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

Fifth Amendment

Contract No. 2011-12-08

THIS AMENDMENT (Amendment) is made as of March 1, 2020, 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 update coin counting procedures and reduce the Contractor's monthly management fee due to the transition of management of armored transport of collected coinage from the Contractor to the City.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on December 7, 2011, and this Amendment is consistent with the process.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 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, and the
Fourth Amendment, dated July 1, 2019.

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

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 Section 24 (Proprietary or Confidential Information of City) is replaced in its entirety to read as follows:

24. Management of Private, Proprietary or Confidential Information and City Data.

a. Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

b. Confidential Information.

(1) Definition. "Confidential Information" means confidential City information including, but not limited to, personally identifiable information (PII), protected health information (PHI), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

(2) Access to Confidential Information. In the performance of Services, Contractor may have access to City's Proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

c. Access to City Data. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (City Data or Data), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

d. Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or

as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

e. Disposition of Confidential Information. Upon termination of Agreement or written request of City, Contractor shall within 48 hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

f. Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (Legal Requests) related to all City Data given to Contractor by City in the performance of this, or which in any way might reasonably require access to City Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.2 Section 30 (Assignment) of the Agreement is replaced in its entirety to read as follows:

30. Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture,

a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.3 Section 42 (Limitations on Contributions) of the Agreement is replaced in its entirety to read as follows:

42. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.4 Section II (Coin Counting Services) of Appendix A (Statement of Work) of the Agreement is replaced in its entirety and is attached as Exhibit 1 to this Amendment.

2.5 Appendix B (Calculation of Charges) is replaced in its entirety with a new Appendix B attached as Exhibit 2 to this Amendment.



Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after
March 1, 2020

Article 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.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency 	Serco, Inc. 
_____ Jeffrey P. Tumlin Director of Transportation	_____ Chan Phuong Contracts Representative
Approved as to Form:	City Supplier Number: 0000011245
Dennis J. Herrera City Attorney	
By: 	
_____ Robin M. Reitzes Deputy City Attorney	

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Exhibit 1

II. COIN COUNTING SERVICES

The Contractor shall provide counting verification and deposit services. The Contractor shall perform the duties described below on a same-day basis every Business Day. Duties include, at a minimum: cash vault services, coin processing, storage of the SFMTA's coin canisters, and bank deposits. The SFMTA reserves the right to require the Contractor to count parking meter revenues on SFMTA-observed meter holidays and Saturdays, if necessary.

A. Coin Counting Overview

The Contractor shall provide counting services on the same day as the revenue is collected and transfer that day's coin revenue to the SFMTA's designated armored transport provider on the same collection day.

The Contractor may be excused from this provision in case where delay occurred outside of the Contractor's control (e.g. natural disaster, power loss, armored service pick up failure). The Contractor shall notify the SFMTA in writing when this occurs, describing any conditions that it alleges will excuse its performance.

In the event that the Contractor fails to deposit parking meter coin revenues within 24 hours of receipt, the Contractor shall reimburse the SFMTA for the loss of interest (as determined by the City Controller) for every Day that the deposit is delayed.

All counting operations shall be performed under camera surveillance. The SFMTA shall have access to a "live" view of such surveillance. The Contractor shall keep an electronic copy of all procedures recorded for a minimum of 90 Days. These recordings shall be made available to the SFMTA within one Business Day of the SFMTA's request.

B. Transportation and Cash Vault Services

The Contractor shall provide a transfer manifest that gives the stated value of the bagged coinage submitted. The Contractor shall be responsible for resolving any discrepancies that may arise between its transfer manifest totals and the cash vault totals.

In the event that the SFMTA's chosen transportation contractor cannot pick up the coin bags as scheduled, the SFMTA may request that the Contractor provide an armed guard at their facility outside of office hours until such a time as pick-up resumes. The Contractor can submit an invoice for reimbursement for this service within 30 Days of the event.

C. Acceptance of Collection Vaults

Once notified of the imminent arrival of a collection crew, the Coin Counting Supervisor shall ensure that the vehicle and the area around it are secure before allowing the vehicle into the facility. The Coin Counting Supervisor shall collect the daily collection reports/assignments from the Crew Leader, confirm that the seals on each collection vault are intact, and sign a form verifying that the collection crew placed a security seal on each collection vault.

D. Required Coin Counting Services

The Contractor's coin counting staff shall verify that the collection vault identification number and security seal match the daily collection assignment. For single-space meters, the coin counter shall

remove the security seal and lock from the collection vault and empty the contents of the collection vault into the coin sorter chute for processing. Coin counters shall only open one collection vault at a time. For multi-space meters, coin counters shall open the cash box with a key and empty the contents of the cash box into the coin or jet sorter machine.

Coin-sorting machines will be used for counting and sorting of all the coins. The sorted and counted coins will be automatically deposited into the coin storage bags (each denomination is deposited into a separate bag). The coin sorter software will record coin denomination totals and weights in the computer memory. A paper copy of the transaction is also provided as a backup to the electronic records. The Contractor shall create an electronic (pdf) version of the paper backup and store in date order for the duration of the Agreement and keep the previous six months of data in paper form.

The following parameters shall be recorded during the coin-sorting process:

- 1) Collection Crew Number
- 2) Collection Vault Number
- 3) Collection Sub-route
- 4) Seal Number
- 5) Gross Weight
- 6) Empty Weight
- 7) Transaction Number
- 8) Sorter Number
- 9) Net Weight
- 10) Time of Transaction
- 11) Coin Type
- 12) Quantity of Coins
- 13) Cash Value
- 14) Coin Weight (lbs.)
- 15) Coin weight Value

At the end of the day, each coin-counting sorter shall produce a CSV file that contains all of the parameters listed above for every collection vault transaction. The CSV file is then stored in the designated folder that is accessible by the Contractor and the SFMTA. CSV files are then processed by the Data Warehouse the evening of each day that coins are counted.

By using “quantity of coins” and “net weight” parameters, coin-counting software automatically identifies the accuracy of the coin-counting machine during every collection vault transaction. If the difference is more than 0.25 lbs., the coin sorter software program displays a red flag and error message: VAULT IS OUT OF TOLERANCE.

The Contractor shall retain electronic copies of coin sorting data reports for the term of the Agreement.

In no instance shall the SFMTA’s meter revenue be consolidated with any other revenues (e.g., employee parking, Port of San Francisco, or other City agency revenue) in the same deposit without prior written authorization from the SFMTA.

E. Coin-Counting Equipment

The Contractor shall upgrade the current coin-counting equipment and provide associated warranty and maintenance on the equipment for the base term of the Agreement. Detailed specifications of the equipment are included in Appendix D.

Within 90 Days after the Effective Date of the Agreement, the Contractor shall enhance the existing asset management software. Upgraded inventory controls shall include all collection-related equipment and Contractor-supplied security seals.

If SFMTA-owned equipment is damaged or stolen while the Contractor is performing counting services, the Contractor shall replace the equipment within 10 Days of the incident. If the Contractor fails to replace the items within the specified time, the SFMTA shall have the option of replacing the equipment and crediting the costs of such replacement from monies owed to the Contractor for monthly services.

1) Scales

The Contractor shall conduct quarterly certifications of the scales' operational order and accuracy by a company approved by the SFMTA. The quarterly inspection certificate shall be added to that month's billing document. The Contractor, at its expense, shall maintain and repair the scales throughout the term of this Agreement.

2) Equipment Maintenance

The Contractor shall be required to properly maintain the SFMTA's coin counting equipment in good operational condition during the term of the Agreement. The Contractor shall be required to enter into a maintenance agreement with the provider of the coin-sorting equipment to keep the coin sorters in operational condition. The Contractor shall be responsible for providing proper maintenance and repairs of the coin and jet sorters.

The SFMTA shall reimburse the Contractor up to \$5,000 annually for spare parts purchases related to coin-counting equipment repairs and maintenance at cost. No procurement burden will be applicable for such reimbursements. The Contractor shall include receipts for reimbursement with the month's invoice. Parts purchased over the \$5,000 maximum are the financial responsibility of the Contractor.

F. Revenue Reconciliation and Method of Weight Controls

The Contractor shall perform coin reconciliation services described in this section on a daily basis. If any variances greater than those established between the SFMTA and the Contractor should occur, these variances shall be investigated, documented and submitted to the SFMTA within 72 hours after actual collection has occurred.

The Contractor shall utilize Medeco electronic lock management software to provide accurate tracking not only of the locks that are opened, but also of the coin collection vaults used on any collection route and shall not allow a coin collector to open meter vaults from routes outside the assigned collection sequence.

The SFMTA reserves the right to enhance/modify the current reconciliation processes and methods depending on changes in meter technology and/or coin-sorting technology, the addition of other types of parking meters, or other modifications to the current inventory.

1. SFMTA coin counting operations shall use three main reconciliation methods: collection vault reconciliation by weight; electronic reconciliation by collection vault and collection sub-route; and armored carrier vault reconciliation by coin denomination.

a) Collection Vault Reconciliation by Weight

By using "quantity of coins" and "net weight" parameters, coin-counting software automatically identifies the accuracy of the coin-counting machine during every collection vault transaction. If the variance exceeds the threshold parameters, counting should cease until the cause of the variance is identified and fixed.

b) Electronic Reconciliation by Collection Vault and Collection Sub-route

The SFMTA currently receives electronic meter coin audits from its single-space parking meters using two primary methods: (1) Medeco VLS lock during regular coin collection and (2) daily CSV audit files automatically deposited onto the SFMTA network folder. Both of these audit

records are paired with coin room process data by SFPM's nightly batch process. The pairing is done either on collection vault level or on collection Sub-route level.

c) Armored Carrier / Coin Vault Reconciliation by Coin Denomination Bin

At the end of every collection day, the Contractor shall deliver coinage counted and separated into bags, to the SFMTA's designated armored vehicle transport service. Before depositing the coins, the Contractor and the armored vehicle transport service shall separately verify the quantity of bags received against the Contractor's transfer manifest.

2. Credit Card, Smart Card and Pay by Phone Reconciliation

Contractor shall reconcile credit and smart card revenues between the Data Warehouse and all applicable vendor applications on a monthly basis. The Contractor shall submit the results of the reconciliation to the SFMTA by the 15th of the month following the reconciliation period.

G. Reporting Requirements

Contractor shall issue the following reports to the SFMTA each Business Day by a single email. The Contractor shall issue the reports no later than two Business Days after actual collection and counting have occurred. Samples of the reports used are included in Appendix E of the Agreement.

1) Daily Revenue Collection Report

This report is generated to show daily revenue amounts once foreign coins and junk are separated out.

2) Daily Reconciliation Report (Final)

This report shall be submitted from the armored vehicle counting vendor and is used to document the final deposit amount. It shall be in Excel format.

3) Daily Reconciliation Report (DDR)

The Final version of the Daily Reconciliation Report between the Contractor and the coin vault subcontractor shall be in PDF format with processed (skid) sheets from the coin vault subcontractor.

4) Consolidated Transaction Report (CTR)

The Final Consolidated Transaction Report shall be in PDF format. The first part of this report is automatically generated by coin-sorting software; the second part is a scanned copy of the transfer delivery sheet used to record contents of the daily coin shipment to the coin vault subcontractor.

5) Daily Variance Report

This report is generated by the SFPM. It shall be exported and saved in PDF format.

6) Daily Process Report

This report is generated by the SFPM. It shall be exported and saved in CSV and PDF formats.

7) Daily Revenue Activity Sorted by Collection Vault Report

This report is generated by the SFPM. It shall be exported and saved in PDF format.

8) Daily Collection Assignments Completed by Crew Leaders

All the Crew Leaders' daily assignments shall be combined together and scanned as one document. This document shall be saved in PDF format.

The SFMTA reserves the right to request additional tools and recourses and additional daily revenue reports to be provided by Contractor. Format and delivery timeframes of such reports should be mutually agreed by the SFMTA and the Contractor.

Exhibit 2

Appendix B

Calculation of Charges

Contract Management Fees	SFMTA Monthly Cost	SF Port Monthly Cost	Total Monthly Cost
Collections Management Fee	\$67,593	\$3,558	\$71,151
Counting Management Fee	\$29,878	\$1,573	\$31,451
Product Support Management Fee	\$27,794	\$1,463	\$29,257
Total	\$125,265	\$6,594	\$131,859

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 - Step 3	13-18 Mos.	\$34.25	\$34.36			
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			
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	\$55.12	\$57.19	\$59.16

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
Coin Room Operator - Step 4	18 + Mos.	\$47.21	\$48.75			

Health and Welfare Premiums

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

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