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

Third Amendment

Contract No. SFMTA-2021-64/2

THIS THIRD AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **IMCO Parking LLC**, a California limited liability company (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 to add Pier 30-32 and Pier 70 locations to the facilities Manager manages, as authorized in Appendix A, Section 1.4(1); and increase the contract amount by $12,000,000 for a modified contract amount of $219,000,000 to compensate Manager for that additional work; and update standard contractual clauses.

C. Manager was competitively selected pursuant to a Request for Proposals(RFP) No. SFMTA-2021-64 for Parking Facility Management Services issued through Sourcing Event ID SFGOV-0000006460 and this Amendment is consistent with the terms of the RFP and the awarded Contract.

D. This is a contract for Services, there is a Local Business Enterprise (LBE) subcontracting participation requirement, and this Amendment is consistent with that requirement.

E. This Amendment is consistent with an approval obtained on July 15, 2024, from the Civil Service Commission under Modification No. 1 to PSC number 46036-21/22 which authorizes the award of multiple agreements, the total value of which cannot exceed $387,000,000 and the individual duration of which cannot exceed 5 years.

F. The SFMTA has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of City's Board of Supervisors.

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NOW, THEREFORE, Manager 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 January 20, 2023, between Manager and City, as amended by the:

First Amendment, dated July 5, 2023,

Second Amendment dated December 20, 2024.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **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 3.3.1: Calculation of Charges.** Section 3.3.1 of the Agreement currently reads as follows:

> **3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed (including goods delivered, if any) in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed

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Two Hundred Seven Million Dollars ($207,000,000). The breakdown of charges associated with this Agreement appear in Appendix B . As described in Appendix B, the City may withhold a portion of payment as retainage until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

Section 3.3.1 is amended to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed (including goods delivered, if any) in the immediately preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges). Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed **Two Hundred Nineteen Million Dollars ($219,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B. As described in Appendix B, the City may withhold a portion of payment as retainage until the conclusion of the Agreement if agreed to by both Parties. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.2 **Appendix A: Scope of Services.** Appendix A is replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1, which is a correct and updated version.

2.3 **Appendix B: Calculation of Charges.** Appendix B is replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1: Definitions.** Section 1.6 of the Agreement is replaced in its entirety to read as follows:

1.6 "**Confidential Information**" means confidential City information including, but not limited to, personal-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

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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). Confidential Information includes, without limitation, City Data.

3.2 **Section 4.2: Qualified Personnel.** Section 4.2 of the Agreement is replaced in its entirety to read as follows:

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

3.3 **Section 4.5: Assignment.** Section 4.5 of the Agreement is replaced in its entirety to read as follows:

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.4 **Section 10.4: Consideration of Salary History.** Section 10.4 of the Agreement is replaced in its entirety to read as follows:

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141 (formerly San Francisco Administrative Code Chapter 12K), the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former

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employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

3.5 **Section 10.12: Limitations on Contributions.** Section 10.12 of the Agreement is replaced in its entirety to read as follows:

10.12 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.

3.6 **Section 11.14: Notification of Legal Requests**. Section 11.14 of the Agreement is replaced in its entirety to read as follows:

11.14 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 all data given to Contractor by City in the performance of this Agreement (City Data or Data), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after Contractor receives the request. Contractor shall not

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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.

3.7 **Article 13: Data and Security.** Article 13 is hereby replaced in its entirety to read as follows:

13.1 Nondisclosure of Private, Proprietary or Confidential Information

13.1.1 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.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, 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.

13.2 Payment Card Industry (PCI) Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall

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comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf, of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use the City Data 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, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis that is not explicitly authorized.

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13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within 10 Days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), 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 5 Days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

13.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of the City Data is the exclusive property of the City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the later of March 1, 2026, or the date on which this Third Amendment is approved by the San Francisco Board of Supervisors.

Article 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.

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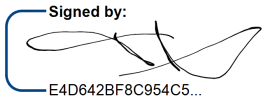
IN WITNESS WHEREOF, Manager and City have executed this Amendment as of the date first referenced above.

CITY	MANAGER
San Francisco **Municipal Transportation Agency** _____ Julie Kirschbaum Director of Transportation Authorized By: Municipal Transportation Agency Board of Directors Resolution No: _____ Adopted: _____ Attest: _____ Secretary to the Board Board of Supervisors Resolution No: _____ Adopted: _____ Attest: _____ Clerk of the Board Approved as to Form: David Chiu City Attorney By: _____ Stephanie Stuart Deputy City Attorney	**IMCO Parking LLC** Signed by:  E4D642BF8C954C5... Tarek Moussa Chief Revenue Officer City Supplier Number: **0000018478**

[City Attorney's Document Reference Number]

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Appendices:

A-1: Scope of Services

B-1: Calculation of Charges

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Appendix A-1
Scope of Work

1. Management Services

1.1 General Authority to Manage. Subject to **Subsections 1.2 through 1.6** of this Section, Manager shall manage and supervise the day-to-day operation of the Facilities and perform the Services described in and in accordance with this Agreement and the Facility Regulations.

1.2 Control Retained by the City. The City shall at all times retain the authority to exercise control over the Facilities. The Manager's presence in the Facilities is necessary and required for Manager's performance of the Services, but this Agreement does not confer on the Manager any rights or interest in the Facilities, including but not limited to leasehold or other property right. The Manager shall perform the Services as an independent contractor in accordance with policies and directives of the SFMTA applying best parking industry practices. Any terms in this Agreement referring to direction from the SFMTA shall be construed as providing for direction as to policy and the result of Manager's performance of the Services, and not as to the means and methods by which such results are obtained.

1.3 Access to Facilities. The SFMTA and its duly authorized agents have the right to enter the Facilities at any time without notice for any purpose, including but not limited (i) inspection, (ii) to make any repairs, additions or renovations as the SFMTA shall deem necessary, and (iii) for use by the SFMTA in case of emergency, as determined by the SFMTA in its sole discretion.

1.4 Addition or Deletion of Facilities.

(1) The SFMTA shall have the option during the term of this Agreement to add up to three additional parking facilities to those Facilities listed in this Agreement. The Manager shall perform the Services at any added parking facility as described in this Agreement and the Facility Regulations. In the event that the SFMTA exercises the options to add a parking facility to the scope of work of this Agreement, the SFMTA shall provide written notice of intent to the Manager not less than 30 days before the Manager must perform the Services for that additional parking facility. The SFMTA shall compensate Manager for the Services performed at the added facility by payment of an additional Management Fee of $2 for each parking space in the added facility, plus the reimbursable expenses incurred by Manager in performing the Services at the added facility. For example, if a 500-space facility is added in March 2023, the monthly management fee of $10,000 will be increased by $1,000 ($2 x 500) to $11,000.

(2) The SFMTA shall have the option during the term of this Agreement to either temporarily or permanently remove a maximum of three Facilities from the Manager's Services in the event that the SFMTA determines that a parking facility should be closed temporarily or permanently. In the event the SFMTA exercises its option to remove a facility from the Facilities under this Agreement, Manager's monthly management fee will be reduced by $2 per space deleted from the Facilities. For example, if a 500-space facility is deleted in March 2023, the monthly management fee of $10,000 will be reduced by $1,000 ($2 x 500) to $9,000. In the event that a facility is returned to service during the term of the Agreement, the Management Fee shall be reinstated in the same manner.

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1.5 Annual Operating Budget. Manager shall prepare for SFMTA review not later than June 15 of each year during the term of the Agreement a proposed operating budget for each of the Facilities in accordance with Facility Regulations section 6.1. A proposed operating budget shall include all anticipated expenditures necessary to operate and maintain each of the Facilities, including all Reimbursable Expenses and management fees. The SFMTA and Manager shall confer and adjust the proposed annual budget as necessary. The SFMTA will include each annual operating budget in the Agency's annual budget. Following approval by the SFMTA, the Manager shall provide the Services in accordance with and within the limits of approved annual operating budgets. Manager shall not seek reimbursement for its costs and expenditures incurred in providing the Services, except as provided in an approved annual operating budget. The Manager must receive approval from the SFMTA's Director of Parking, or her/his designee, to seek reimbursement for any costs or expenditures that are not included in an approved annual operating budget. The SFMTA shall have no liability for any expenditure or any obligation to compensate Manager for any expense or cost incurred by Manager that is not included in an annual operating budget, unless the Director of Parking, or her/his designee, has authorized that expenditure in writing in advance of Manager incurring that cost or expense.

1.6 Maintenance Personnel and Contracting. Manager shall employ, or contract for, sufficient personnel to perform the routine maintenance and repair work at the Facilities in a prompt and efficient manner so as to keep the premises at all times in a first-class operating condition that is clean, safe and attractive, as specified in Appendix C, Maintenance Standards and Form of Maintenance Schedule. Manager acknowledges and agrees that this Agreement does not constitute a contract for construction and no part of this Agreement or the Services shall be deemed to be a contract for public work. The Services may include Manager's performance of minor repairs and cosmetic and aesthetic improvements to the Facilities. But Manager shall not perform work as part of the Services that would constitute construction or public works, as those terms are defined in applicable California law.

1.7 Subcontracting and Other Parking Business Operations.

(1) Subcontracting Must be Authorized. Except as otherwise authorized under this Agreement, to ensure the quality of work performed on the Facilities, Manager is prohibited from subcontracting any of its duties under this Agreement or any part of it unless such subcontracting is first approved by the Director in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made by Manager and a subcontractor that is in violation of this provision shall confer no rights on any party and shall be null and void.

(2) Notification of Other Parking Business Operations. Manager shall promptly notify the Director in writing of any parking-related business located or operating in San Francisco, California in which Manager has an interest, or in which Manager proposes to have an interest. Manager shall list in an appendix to this Agreement any parking-related business located or operating in San Francisco, California in which Manager has an interest, as well as the nature and extent of that interest, as of the date of this Management Agreement. The SFMTA reserves the right to terminate this Management Agreement at no additional cost to the City if

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the SFMTA determines that Manager's interests in other parking business operations in San Francisco, California will adversely impact SFMTA revenues or adversely impact the quality of Manager's Services or otherwise are not in the best interests of the City. For purposes of this paragraph, a reportable interest shall be any ownership interest of five percent (5%) or greater.

2. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Manager, will be paid unless the provider received advance written approval from the City Attorney.

3. Reports

Manager shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. Department Liaison

In performing the Services provided for in this Agreement, Manager's liaison with the **SFMTA** will be **Rob Malone, Sr. Manager, Off-Street Parking, SFMTA, 1 South Van Ness Blvd., 8th Floor, San Francisco, CA 94103; (415) 646-4528; Rob.Malone@SFMTA.com**

5. Garages Leased to Non-profit Parking Corporations

The Group B garages include two garages – Japan Center Garage and Portsmouth Square Garage – that are leased by the City to non-profit parking corporations. Specific terms and conditions related to the working relationship among SFMTA, the non-profit corporation and IMCO Parking at these locations are detailed in *Appendix E- Roles and Responsibilities Associated with the Management of Porsmouth Square Garage and the Japan Center Garages.*

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6. Garage Group B

1. Japan Center Garages

All that certain real property situated in the City and County of San Francisco, State of California described as follows:

That certain building located in the City and County of San Francisco, commonly known as the Japan Center Garages has two locations. The Main Garage is bounded by Geary Boulevard, Webster, Post and Laguna Streets (Parcel C). The Fillmore Street Annex Garage is bounded by Fillmore, Post, Webster Streets and Geary Boulevard (Parcel C). Parcel "B" is privately owned and not in this Description of Garage Property.

The Premises includes, but is not limited to, that certain real property located in the City and County of San Francisco, more particularly described as follows:

All of that property situate in the City and County of San Francisco, State of California, and being a portion of Parcel "A" and "C" as said parcel is shown and delineated on that certain map entitled "Record of Survey Map of Japanese Cultural Center Garage" recorded September 7, 1965, in book "U" of Maps at pages 83 – 86 inclusive, in the Office of the Recorder of the City and County of San Francisco.

Parcel A - Walls:

BEGINNING at a point on the southerly line of Post Street distant thereon 45.63 feet easterly from the easterly line of Fillmore Street; running thence easterly along said southerly line of Post Street 362.50 feet; thence at a right angle southerly 175.75 feet to the northerly line of Geary Boulevard; thence at a right angle westerly along said northerly line of Geary Boulevard 354.50 feet; thence at a right angle northerly 44.38 feet; thence at a right angle easterly 0.33 feet; thence at a right angle northerly 60.52 feet; thence at a right angle westerly 45.00 feet; thence at a right angle northerly 36.47 feet; thence at a right angle easterly 36.67 feet; thence at a right angle northerly 34.38 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel

BEGINNING at a point on a line parallel to and perpendicularly distant 1.50 feet southerly from the southerly line of Post Street, said point being perpendicularly distant 47.13 feet easterly from the easterly line of Fillmore Street; running thence easterly along said line drawn parallel to Post Street 359.50 feet; thence at a right angle southerly 172.75 feet; thence at a right angle westerly 351.50 feet; thence at a right angle northerly

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104.90 feet; thence at a right angle westerly 45.00 feet; thence at a right angle northerly 33.47 feet; thence at a right angle easterly 36.67 feet; thence at a right angle northerly 34.38 feet to the POINT OF BEGINNING.

Parcel C - Walls:

BEGINNING at the point on the southerly line of Post Street distant thereon 9.67 feet easterly from the easterly line of Webster Street; running thence easterly along said southerly line of Post Street 683.33 feet; thence at a right angle southerly 95.875 feet; thence at a right angle easterly 1.50 feet; thence at a right angle southerly 100.875 feet to the northerly line of Geary Boulevard; thence at a right angle westerly along said northerly line of Geary Boulevard 378.83 feet; thence at a right angle northerly 8.37 feet; thence at a right angle southerly 0.67 feet; thence at a right angle westerly 108.33 feet; thence deflecting 2 degrees 58'01" to the right from the preceding course and running westerly 90.63 feet; thence deflecting 87 degrees 01'59" to the right from the preceding course and running northerly 26.785 feet; thence at a right angle westerly 89.83 feet; thence at a right angle northerly 158.074 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

BEGINNING at a point on a line drawn parallel to and perpendicularly distant 1.50 feet southerly from the southerly line of Post Street, said point being perpendicularly distant 11.17 feet easterly from the easterly line of Webster Street; running thence easterly along said parallel line 680.33 feet; thence at a right angle southerly 95.875 feet; thence at a right angle easterly 1.50 feet; thence at a right angle southerly 97.875 feet; thence at a right angle westerly 375.83 feet; thence at a right angle northerly 8.37 feet; thence at a right angle westerly 20.33 feet; thence at a right angle southerly 0.67 feet; thence at a right angle westerly 106.79 feet; thence deflecting 2 degrees 58'01" to the right from the preceding course and running westerly 89.17 feet; thence deflecting 87 degrees 01'59" to the right from the preceding course running northerly 26.36 feet; thence at a right angle westerly 89.83 feet; thence at a right angle northerly 155.074 feet to the POINT OF BEGINNING.

2. Civic Center Garage:

The Civic Center Plaza Garage is a three level sub-surface 843-space parking facility, bounded by McAllister Street to the north, Grove Street to the south, Larkin Street to the east, and Dr. Carlton B. Goodlett Place to the west. The Garage has one entry, one exit and one reversible lane off McAllister Street between Polk Street and Larkin Street. It has a rectangular footprint with dimensions of approximately 400 feet in the east-west direction (along McAllister Street) and approximately 324 feet in the north-south direction (alone Larkin Street). Except for the surface elevator lobby, the surface park in not part of the garage premises.

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3. Golden Gateway Garage:

Parcel 1: West Wing of Garage

Beginning at a point perpendicularly distance 17.50 feet southerly from the southerly line of Washington Street and perpendicularly distant 7.25 feet easterly from the easterly line of Battery Street; running thence easterly and parallel to said southerly line of Washington Street 243.25 feet to a point perpendicularly distant 368.25 feet westerly from the westerly line of Davis Street; thence at a right angle southerly 34.67 feet to a point perpendicularly distant 17.50 feet northerly from the northerly line of Clay Street and perpendicularly distant 368.25 feet westerly from the westerly line of Davis Street; thence at a right angle westerly parallel to said northerly line of Clay Street 243.25 feet to a point perpendicularly distant 17.50 feet northerly from the northerly line of Clay Street and perpendicularly distant 7.25 feet easterly from the easterly line of Battery Street; thence at a right angle northerly 240 feet to the Point of Beginning, lying below a horizontal plane at elevation 19.0 feet. Containing an area of 59,574.69 square feet more or less.

Being a portion of 50 Vara Block 21 (Assessor's Block 205), as shown and delineated on that certain map entitled, "Record of Survey Map of the Golden Gateway," recorded September 29, 1961 in Book "T" of Maps, at pages 22, 23, and 24, in the office of the County recorder of said City and County, and a portion of Merchant Street vacated pursuant to Resolution 29-63 approved by the Board of Supervisors of the City and County of San Francisco on January 14, 1963, and recorded October 29, 1963, in Volume A-668 of Official Records at page 933.

Also commonly known as Lot 20 in Assessor's Block 205.

4. Lombard Street Garage:

Commencing at a point on the southerly line of Lombard Street, distant thereon 87 feet, 6 inches westerly from the westerly line of Webster Street, and running thence westerly along said line of Lombard Street, 225 feet; thence at a right angle southerly 88 feet, 9 inches, to the northerly line of Moulton Street; thence at a right angle easterly along said line of Moulton Street, 225 feet; thence at a right angle northerly 88 feet, 9 inches to said southerly line of Lombard Street and the point of beginning; being Lot Nine in Assessor's Block 509 containing 19,969 square feet, more or less.

NOTE: The premises leased to the U.S. Postal Service also located on Lot Nine are not included in the Management Agreement.

Also known as Lot 63, Assessor's Block 3616.

5. North Beach Garage:

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The Garage, built in 2002, is a five-story concrete/steel structure containing approximately 94,000 square feet of parking area. The Garage can accommodate 203 vehicles in self-park spaces.

Lot 29, as shown on that certain Map entitled, "PARCEL MAP" being a merger of the lands described in H235 OR 442 and 571 Deed 96 (Second Parcel), being a merger of a portion of 50 Vara Block 132, and also being a merger of Lots 23 and 25 of Tax Assessor's Block 0147, recorded July 6, 2000 in Book H673 at Page 531 as Instrument No. G796648, Official Records.

6. Performing Arts Garage:

Parcel 1:

Beginning at the point of intersection of the northerly line of Grove Street and the easterly line of Gough Street; running thence easterly along said line of Grove Street 330 feet to a point distant thereon 82 feet and 6 inches westerly from the westerly line of Franklin Street; thence at a right angle northerly 275 feet to the southerly line of Fulton Street; thence at a right angle westerly along said line of Fulton Street 27 feet and 6 inches; thence at a right angle southerly 137 feet and 6 inches to a line drawn parallel with and perpendicularly distant 137 feet and 6 inches northerly from the northerly line of Grove Street; thence at a right angle westerly along said parallel line so drawn 165 feet to a line drawn parallel with and perpendicularly distant 137 feet and 6 inches easterly from the easterly line of Gough Street; thence at a right angle southerly along last said parallel line so drawn 43 feet and 9 inches; thence at a right angle westerly 122.75 feet, more or less, to the most easterly corner of that certain parcel of land described in the Deed from Lillie Gunther, a widow, to the State of California; thence southwesterly along the southeasterly line of the land described in said Deed, along an arc or a curve to the left, with a radius of 6,946 feet, a central angle of 0° 13' 46", an arc distance of 27.82 feet to the easterly line of Gough Street; thence southerly along said line of Gough Street 70.19 feet to the point of beginning, containing 42,966 square feet, more or less.

Parcel 2:

Beginning at a point on the easterly line of Gough Street distant thereon 237.5 feet northerly from the northerly line of Grove Street; and thence running easterly on a line parallel with and perpendicularly distant 137.5 feet northerly from said northerly line of Grove Street 42.348 feet to the true point of beginning of this description; thence continuing easterly on said parallel line 95.152 feet; thence at a right angle southerly 43.75 feet, thence at a right angle westerly 122.72 feet to the most easterly corner of that certain parcel of land described in the deed from Lillie Gunther, a widow, to the State of California, dated May 14, 1956, recorded June 15, 1956, in a Book 6863 of Official

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Records, at page 502, in the Office of the Recorder of the City and County of San Francisco, State of California; thence deflecting 122° 12' 58" to the right from the preceding course and running northeasterly 51.711 feet to the true point of the beginning, containing 4,766 square feet, more or less.

Parcels 1 and 2 are also known as Lot 29 in Assessor's Block 792.

Note: The two adjacent commercial storefronts located on Grove Street are not included in this Management Agreement.

7. Pierce Street Garage:

Pierce Street Garage is a three-level, above-ground, 116-space metered parking facility with an entrance at 3252 Pierce Street, between Lombard and Chestnut streets, in the Marina District of San Francisco. The garage has dimensions of approximately 203 feet in the north-south direction (along Pierce Street) and approximately 138 feet in the east-west direction (parallel to Lombard Street).

Also known as Lots 9 through 13, Assessor's Block 490.

8. Polk Bush Garage:

The Garage, built in 1991, is a five-story concrete/steel structure containing approximately 73,860 square feet of parking area. The Garage can accommodate 129 vehicles in self-park spaces. At ground level located along Grove Street of the Garage are commercial storefronts, which comprise an additional 3,700 square feet of improved area. Beginning at the point of intersection of the southerly line of bush Street and the easterly line of Polk Street; running thence easterly along said line of Bush Street 86 feet 6 inches; thence at the right angle southerly 120 feet to the southerly line of Fern Street; thence at a right angle westerly along said line of Fern Street 86 feet 6 inches to the easterly line of Polk street; thence at a right angle northerly along said line of Polk Street 120 feet to the point of beginning.

Being a portion of Western Addition Block No. 14

9. 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

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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.

10. St. Mary's Square Garage:

Parcel 1: St. Mary's Square

The subsurface within that certain public park commonly known and designated as "St. Mary's Square" more particularly described as follows, to wit:

Commencing at a point on the northerly line of Pine Street, distant along said northerly line or its projection 185 feet 5 inches westerly from the westerly line of Kearny Street; running thence northerly at right angles to the said northerly line of Pine Street 80 feet 6 inches; thence at a right angle westerly 3 feet; thence at a right angle northerly 57 feet; thence at a right angle easterly 2 feet 6 inches; thence at a right angle northerly 137 feet 6 inches to the southerly line of California Street; running thence westerly along said southerly line of California Street 125 feet to the easterly line Quincy Street; thence southerly along said easterly line of Quincy Street 275 feet to the northerly line of Pine Street; and running thence easterly along said northerly line of Pine Street 125 feet 6 inches to the point of commencement.

Being portion of 50 Vara Block No. 93.

and the subsurface, surface and above-surface of the following described parcel:

Parcel 2: St. Anne St. – Formerly St. Mary's Place

Commencing at a point on the northerly line of Pine Street, distant thereon 167 feet 11 inches westerly from the westerly line of Kearny Street, said point of beginning also being the intersection of the northerly line of Pine Street with the former easterly line of St. Anne Street as said line of said street existed prior to its vacation by Resolution No. 11778 adopted December 5, 1951 by the Board of Supervisors; running thence westerly along said northerly line of Pine Street, or along the westerly prolongation thereof, 17 feet 6 inches to the former westerly line of St. Anne Street; thence at a right angle northerly 80 feet 6 inches; thence a right angle westerly 3 feet; thence at a right angle northerly 137 feet 6 inches to the southerly line of California St.; thence easterly along the last mentioned line, or along the easterly prolongation thereof, 18 feet to the former easterly line of St. Anne Street; and running thence at a right angle southerly along said last mentioned line 275 feet to the point of commencement.

and the subsurface, surface and above-surface of the following described parcel:

Parcel 3:

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Commencing at a point on the northerly line of Pine Street, distant thereon 107 feet 11 inches westerly from the westerly line of Kearny Street; running thence westerly along said northerly line of Pine Street 60 feet to the former easterly line of St. Anne Street, as referred to above; thence at a right angle northerly along said former easterly line of St. Anne Street 275 feet to the southerly line of California Street; thence easterly along said southerly line of California Street 60 feet; thence at a right angle southerly 93 feet 6 inches; thence at a right angle 107 feet 11 inches to the westerly line of Kearny Street; thence southerly along said westerly line of Kearny Street 69 feet; thence at a right angle 39 feet 2 inches; thence at a right angle northerly 25 feet; thence at a right angle westerly 68 feet 9 inches; and thence at a right angle southerly 137 feet 6 inches to the point of commencement.

Being a portion of 50 Vara Block No. 93.

Note: Parcels 1, 2 and 3 are commonly known as Lot 3 in Assessor's Block 258.

11. Sutter Stockton Garage

The Sutter Stockton Garage is a 745,000 square foot, 1,865 space surface parking lot located at 444 Stockton Street in San Francisco, more fully described below:

Beginning at the point of intersection of the northerly line of Sutter Street with the easterly line of Stockton Street; running thence easterly along said line of Sutter Street 275 feet; thence at a right angle northerly 126 feet to the southerly line of Harlan Place; thence at a right angle westerly along said line of Harlan Place 23 feet and 1-3/8 inches to a point distant thereon 130 feet and 10-5/8 inches westerly from the westerly line of Grant Avenue; thence northerly at a right angle to said line of Harlan Place 23 feet to the northerly line of said Harlan Place; thence continuing northerly 58 feet and 0-1/2 of an inch to a point which is perpendicularly distant 130 feet and 8-1/8 inches westerly from the westerly line of Grant Avenue and also perpendicularly distant 67 feet and 11-1/2 inches southerly from the southerly line of Bush Street; thence easterly parallel with said southerly line of Bush Street 23 feet and 2-1/8 inches; thence at a right angle northerly 67 feet and a 11-1/2 inches to the southerly line of Bush Street; thence at a right angle westerly along said line of Bush Street 137 feet and 6 inches to a point distant thereon 137 feet and 6 inches easterly from the easterly line of Stockton Street; thence southerly at a right angle to said line of Bush Street 137 feet and 6 inches; thence at a right angle westerly 137 feet and 6 inches to the easterly line of Stockton Street; thence at a right angle southerly along said line of Stockton Street 137 feet and 6 inches to the point of beginning.

Parcel 2: East Wing of Garage

Beginning at a point on the westerly line of Davis Street, distant thereon 17.50 feet southerly from the southerly line of Washington Street; running thence southerly along said westerly line of Davis Street 240 feet to a point distant thereon 17.50 feet northerly

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from the northerly line of Clay Street; thence at a right angle westerly, parallel to said northerly line of Clay Street 243.25 feet; thence at a right angle northerly 34.67 feet; thence at a right angle westerly 7.00 feet; thence at a right angle northerly 170.66 feet; thence at a right angle easterly 7.00 feet; thence at a right angle northerly 34.67 feet to a point perpendicularly distant 17.50 feet southerly from the southerly line of Washington Street and perpendicularly distant 243.25 feet westerly from the westerly line of Davis Street; thence at a right angle easterly parallel to said south line of Washington Street 243.25 feet to the Point of Beginning, lying below a horizontal plane at elevation 19.0 feet. Containing an area of 59,574.69 square feet, more or less.

Being a portion of 50 Vara Block 8 (Assessor's Block 204), as shown and delineated on that certain map entitled, "Record of Survey Map of the Golden Gateway," recorded September 29, 1961 in Book "T" of Maps, at pages 22, 23, and 24, in the office of the County recorder of said City and County, and a portion of Merchant Street vacated pursuant to Resolution 29-63 approved by the Board of Supervisors of the City and County of San Francisco on January 14, 1963, and recorded October 29, 1963, in Volume A-668 of Official Records at page 933.

Also commonly known as Lot 20 in Assessor's Block 204.

12. Vallejo Street Garage:

The Garage, built in 1969, is a five-story concrete/steel structure, containing 70,760 square feet of parking area. The Garage can accommodate 163 vehicles in self-park spaces.

Beginning at the point on the northerly line of Vallejo Street, distant thereon 88 feet 9 inches easterly from the easterly line of Powell Street; running thence easterly along the northerly line of Vallejo Street 102 feet 9 inches, more or less, to the westerly line of Emery Lane; thence northerly along last named line 137 feet 6 inches; thence at a right angle westerly 102 feet 9 inches to a point on a line parallel with and perpendicularly distant 88 feet 9 inches easterly from the easterly line of Powell Street; thence at a right angle southerly 137 feet 6 inches to the northerly line of Vallejo Street and the point of beginning.

Also known as Lot 43 in Assessor's Block 130.

13. Music Concourse Garage:

The Parking structure consists of two two-level parking structures, one located beneath Tea Garden Drive between the new M.H. de Young Museum and the Music Concourse (North Garage), and the second beneath Music Concourse Drive between the California Academy of Sciences and the Music Concourse (South Garage). The North and South Garage are connected at the lower levels by an underground tunnel at the East end of the Music Concourse.

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14. Pier 30-32:

Pier 30-32 is approximately 550, 175 square feet and is located on the east side of the Embarcadero between Brannan Street and Bryant Street.

15. Pier 70:

Pier 70 includes parking areas at Crane Cove Park ("Crane Cove"), Illinois Street/20th Street ("Illinois/20th"), and Seawall Lot 349 ("SWL 349"):

- Crane Cove is approximately 56,084 square feet and is located on the west side of Illinois Street between 19th Street and 20th Street.
- Illinois/20th is approximately 29,390 square feet and is located on the south side of 20th Street between Illinois Street at Michigan Street. Note: the northeast corner of Illinois/20th is owned by a private entity and is not included.
- SWL 349 is located on the east side of Illinois Street between 20th Street and 22nd Street.

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Appendix B-1
Calculation of Charges

1. Compensation

1.2 Management Fee and Reimbursement of Operating Expenses.

(1) Manager shall be paid a monthly Management Fee of Fourteen Thousand Seven Hundred Seventy-four Dollars ($14,774) for Services that Managers performs under this agreement. Commencing on the sixth anniversary of the Effective Date (and again at the eighth anniversary of the Effective Date, if the term is extended), the monthly Management Gee 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 6.9 of the Facility Regulations, provided the SFMTA receives the Monthly Report required by Section 6.8 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.

(2) 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 annual operating budget (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.

(3) The City shall make all payments to Manager at the address specified in Section 11.1 (Notice Requirements).

1.3 Labor Costs. The SFMTA shall not be required to reimburse Manager for wages beyond the amounts Manager actually incurred, subject to documented proof. The SFMTA shall not be obligated or liable to reimburse Manager its costs of discretionary increases in wages or benefits that are not included in an approved annual operating budget without the prior express written authorization of the SFMTA's Director of Parking.

1.4 Payment Does Not Imply Acceptance of Work. The granting of any payment by the SFMTA, or the receipt thereof by Manager, shall not imply acceptance by the SFMTA or the City of any report required by this Agreement, nor shall such payment lessen the liability of Manager to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the SFMTA and in such case must be replaced by Manager without delay. For purposes of this Agreement, payment includes reimbursement of Operating Expenses and the Management Fee.

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1.5 Late Charges. Any revenues or monies, if not deposited or transferred as specified in the Facility Regulations, shall bear interest from the due date until deposited at the rate of the prime rate of the financial institution holding the accounts plus three percent (3%) per year or, if a higher rate is legally permissible, at the highest rate permitted under law. However, interest shall not be payable on late charges incurred by Manager nor on any amounts on which late charges are paid by Manager to the extent this interest would cause the total interest to be in excess of that which is permitted by law. Payment of interest shall not excuse or cure any default by Manager. The late payment charge constitutes liquidated damages to compensate the SFMTA for its damages resulting from such failure to pay and shall be paid to the SFMTA together with such unpaid amount. The late payment charge has been agreed upon by the SFMTA and Manager, after negotiation, as a reasonable estimate of the additional administrative costs and detriment the SFMTA will incur as a result of any such failure by Manager, the actual costs thereof being extremely difficult, if not impossible, to determine.

1.6 Fees During Suspended Operations. If for any reason whatsoever, any condition prevents the operation of one or more of the Facilities or any portion thereof at any time for more than thirty (30) consecutive days, the Management Fee shall be adjusted on a pro rata basis by determining the total number of parking spaces affected as a percentage of the total number of parking spaces under management under this Agreement, and reducing the Management Fee otherwise due by an equivalent percentage, commencing from the expiration of such 30-day period and continuing until the earlier of (i) date the condition affecting the Facility or Facilities has been abated and normal operations of the Facilities has resumed or (ii) the termination of this Agreement. This paragraph shall not apply to the deletion of a Facility under **Appendix A, Section 1.5** of this Agreement.

1.7 Limitations on Payment of Fees. The City's obligation for payment of Management Fees and reimbursement of Operating Expenses claimed by Manager in the performance of this Agreement shall not exceed the amount listed in the line item in the Approved Budget for each such fee or expense identified by Manager as the source for reimbursement under the Approved Budget. The City's obligation for payment of Management Fees and reimbursement for Operating Expenses in the aggregate shall not exceed the total Approved Budget for these items, unless pre-approved by the SFMTA in writing.

1.8 Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the SFMTA or the City and their employees and officers are not authorized to request Manager to perform services or to provide materials, equipment and supplies that would result in Manager performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in this Agreement (unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies). The SFMTA is not required to reimburse Manager for services, materials, equipment or supplies that are provided by Manager that are beyond the scope of the services, materials, equipment and supplies agreed upon in this Agreement and which were not approved by a written amendment to this Agreement lawfully executed by the SFMTA.

(1) Approval Required For Additional Funding. The SFMTA, the City and their employees and officers are not authorized to offer or promise to Manager

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additional funding for this Agreement that would exceed the maximum amount of funding provided for herein for Manager's performance hereunder. Additional funding for this Agreement in excess of the maximum provided in this Agreement shall require lawful approval by the SFMTA and certification by the Controller. The City is not required to honor any offered or promised additional funding that exceeds the maximum that has been certified by the Controller and approved by the SFMTA.

(2) Payments Must Be Authorized. The Controller and Director are not authorized to make payments on any contract for which funds have not been certified as available in the budget or by a supplemental appropriation.