

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

First Administrative Amendment

THIS FIRST AMENDMENT (this "Amendment") is dated as of August 10, 2012, in San Francisco, California, by and between New South Parking – California ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission."

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution Number 12-0031 on February 21, 2012, which authorized the award of said Agreement for the period of July 1, 2012 through June 30, 2017; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to provide for Contractor's covenant to not discriminate on the basis of Title VI of the Civil Rights Act of 1964, as effectuated by Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; and

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated February 8, 2012 between Contractor and City.

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

2. Section 33. Federal Non-Discrimination Provisions is hereby revised and replaced with the following:

33. Federal Non-Discrimination Provisions. Contractor acknowledges that City is subject to federal grant agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and accordingly, agrees to be bound by the following covenants provided by the FAA, as they may apply to Contractor.

a. 49 CFR Part 21. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that

Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

b. **49 CFR Part 23.** This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 Code of Federal Regulations, Part 23. Contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 Code of Federal Regulations Part 23. Contractor agrees to include the above statements in any subsequent contract covered by 49 Code of Federal Regulations, Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

c. **ACDBE Participation.** The ACDBE 30% participation best efforts goal for this contract was achieved through the participation of Global Parking, LLC, a certified ACDBE firm. Contractor shall fulfill the ACDBE level of commitment made in its proposal throughout the term of this Agreement, and pursuant to Appendix F, attached hereto.

- 1) **Compliance and Enforcement.** The Airport ACDBE Liaison Officer will monitor this agreement to ensure compliance with the federal ACDBE regulations in that: a) the work committed to ACDBEs is actually performed by ACDBEs; and b) the ACDBEs and other subcontractors working on the contract are paid in a timely manner. Other compliance reviews may include: review of paperwork associated with ACDBE’s performance, onsite reviews and enforcement actions for any violations against the ACDBE program (49 CFR Part 26.103 and 26. 107).
- 2) **Payment of Subcontractors.** Contractor shall pay its subcontractor within thirty (30) working days after receiving payment from the City unless

Contractor notifies Airport director in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractors in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.


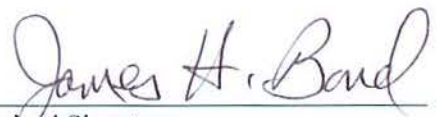
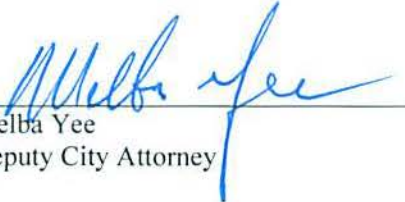

Contractor further agrees, within ten working days following receipt of payment from the City, to file an affidavit (Airport FAA/ACDBE Form 3) with the Airport, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject contractor to enforcement procedure under 49 CFR Part 23.

d. Violation. Failure by the contractor comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

12. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after August 10, 2012.

13. 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
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u></u> John L. Martin, Airport Director <i>for LP</i>	<u></u> Authorized Signature
Approved as to Form: Dennis J. Herrera City Attorney	James A. Marcum <u>James H. Bond</u> Printed Name
By <u></u> Melba Yee Deputy City Attorney	President & CEO <u>Executive Vice President</u> Title
	<u>New South Parking - California</u> Company Name
	<u>74231</u> City Vendor Number
	<u>2401 21st Avenue South</u> Address
	<u>Nashville, TN 37212</u> City, State, ZIP
	<u>(615) 297-4255</u> Telephone Number
	<u>62-0789510</u> Federal Employer ID Number <u></u>