

1 FIFTH AMENDMENT TO AGREEMENT NO. 34895

2 **34895**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 34895 is made and
4 entered, as of December 5, 2022, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on November 15,
6 2022, by and between LAZ PARKING CALIFORNIA, LLC, a Connecticut limited liability
7 company ("Operator"), with a place of business at 10635 Santa Monica Blvd., Suite 145,
8 Los Angeles, California 90025, and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

10 WHEREAS, City and Operator (the "Parties") entered into Agreement No.
11 34895 (the "Agreement") whereby Operator agreed to provide Citywide parking operations
12 and management services for a period of three (3) years with the option to renew for two
13 (2) additional one-year periods in the amount of Seven Million Eight Hundred Seventy-Four
14 Thousand One Hundred Forty-Eight Dollars (\$7,874,148); and

15 WHEREAS, the Parties entered into a First Amendment to the Agreement to
16 add additional parking locations and add Four Million Five Hundred Twenty-Two Thousand
17 Eight Hundred Thirteen Dollars (\$4,522,813) to the Agreement for a total not to exceed
18 amount of Thirteen Million Nine Hundred Seventy-One Thousand Seven Hundred Ninety-
19 One Dollars (\$13,971,791); and

20 WHEREAS, the Parties entered into a Second Amendment to the Agreement
21 to add additional parking locations and upgrades and add One Million One Hundred
22 Seventy-One Thousand Eight Hundred Eighty-Four Dollars (\$1,171,884) to the Agreement
23 for a total not to exceed amount of Fifteen Million One Hundred Forty-Three Thousand Six
24 Hundred Seventy-Five Dollars (\$15,143,675); and

25 WHEREAS, the Parties entered into a Third Amendment to the Agreement
26 to extend the term to December 31, 2021 and add Three Million Seven Hundred Sixty-One
27 Thousand Seventy-Six Dollars (\$3,761,076) to the Agreement for a total not to exceed
28 amount of Eighteen Million Nine Hundred Four Thousand Seven Hundred Fifty-One Dollars

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1 (\$18,904,751); and

2 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement
3 to extend the term to December 30, 2022, add Four Million Two Hundred Nineteen
4 Thousand Four Hundred Ninety-Three Dollars (\$4,219,493), with a twenty percent (20%)
5 contingency of Eight Hundred Forty-Three Thousand Eight Hundred Ninety-Nine Dollars
6 (\$843,899), for a total not to exceed amount of Twenty-Three Million Nine Hundred Sixty-
7 Eight Thousand One Hundred Forty-Three Dollars (\$23,968,143); and, attached an
8 updated rate sheet; and

9 WHEREAS, the Parties desire to extend the term one (1) additional one-year
10 period; add Seven Million Eight Hundred Fifty Thousand Three Hundred Dollars
11 (\$7,850,300), with a twenty percent (20%) contingency of One Million Five Hundred
12 Seventy Thousand Sixty Dollars (\$1,570,060), for a total not to exceed amount of Thirty-
13 Three Million Three Hundred Eighty-Eight Thousand Five Hundred Three Dollars
14 (\$33,388,503), and attach an updated rate sheet;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions herein contained, the Parties agree as follows:

17 1. Section 1.A. of the Agreement is hereby amended to read as follows:

18 "A. Operator shall provide all parking management services
19 necessary to operate, maintain and manage the parking facilities ("Parking
20 Facilities") more particularly described in Exhibit "A-2" and referenced appendices,
21 attached to the Agreement and incorporated herein by this reference, in accordance
22 with the standards of the profession, and City shall pay for these services in the
23 manner described below, not to exceed Thirty-Three Million Three Hundred Eighty-
24 Eight Thousand Five Hundred Three Dollars (\$33,388,503), at the rates or charges
25 shown in Exhibit "B-3"."

26 2. Section 2 of the Agreement is hereby amended to read as follows:

27 "2. TERM. The term of this Agreement shall commence at midnight on
28 January 1, 2018, and shall terminate at 11:59 p.m. on December 30, 2023, unless sooner

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1 terminated as provided in this Agreement, or unless the services or the Project is
2 completed sooner."

3 3. The Rates in Exhibit "B-2" in the Second Amendment are hereby
4 amended in accordance with Exhibit "B-3", attached hereto and incorporated by this
5 reference.

6 4. Except as expressly modified herein, all of the terms and conditions
7 contained in Agreement No. 34895 are ratified and confirmed and shall remain in full force
8 and effect.

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1 IN WITNESS WHEREOF, the Parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 LAZ PARKING CALIFORNIA, LLC, a
4 Connecticut limited liability company

5 December 15, 2022

6 By [Signature]
7 Name Michael Kusak
8 Title Chief Operating Officer

9 December 15, 2022

10 By [Signature]
11 Name Alan B. LeZar
12 Title Chief Executive Officer

13 "Operator"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 January 5, ~~2022~~ ²⁰²³

17 By [Signature]
18 City Manager
19 EXECUTED PURSUANT

20 "City" TO SECTION 301 OF
21 THE CITY CHARTER.

22 This Fourth Amendment to Agreement No. 34895 is approved as to form on

23 DECEMBER 15, 2022.

24 CHARLES PARKIN, City Attorney

25 By [Signature]
26 Deputy

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EXHIBIT "B-3"

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LAZ Contract Expenses (JAN 2023 - DEC 2023)

Cost	Monthly Cost	FY 23 Total	FY 24 Total	Total
Pike Garage Rebill*	\$103,228.50	\$929,056.50	\$309,685.50	\$1,238,742.00
Catalina Lot Rebill*	\$2,577.40	\$23,196.60	\$7,732.20	\$30,928.80
Fixed Fee w/ 8% increase	\$228,727.83	\$2,058,550.47	\$686,183.49	\$2,744,733.96
Rebill (all locations)**	\$40,000.00	\$360,000.00	\$120,000.00	\$480,000.00

Total	\$374,533.73	\$3,370,803.57	\$1,123,601.19	\$4,494,404.76
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FY 23 Approved CIP projects	\$2,955,895.32
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Queen Mary Hotel	\$400,000.00
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Sub Total	\$7,850,300.08
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20% contingency	\$1,570,060.02
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Requested Authority	\$9,420,360.10
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*based on approved budget

**based on monthly estimate

Current contract \$	\$23,968,143.00
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Proposed Contract \$	\$33,388,503.10
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