# Kobert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200

### THIRD AMENDMENT TO OPERATING AGREEMENT NO. 26085

### 

THIS THIRD AMENDMENT TO OPERATING AGREEMENT NO. 26085 is made and entered, in duplicate, as of April 29, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 22, 2003, by and between ACE PARKING MANAGEMENT, INC ("Operator") and the CITY OF LONG BEACH ("City").

WHEREAS, the parties entered Agreement No. 26085 whereby Operator agreed to manage the parking facility at the Civic Center; and

WHEREAS, the term of said Agreement has been extended and compensation increased accordingly in previous amendments; and

WHEREAS, the parties desire to extend the term again and authorize compensation during the extended term;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 26085 and herein, the parties agree as follows:

1. Section 7 of Agreement No. 26085 is hereby amended in its entirety to read as follows:

"Section 7. <u>Term of Agreement</u>. This Agreement shall commence on January 15, 1999, and shall terminate on January 14, 2006, provided, however, that City may terminate this Agreement by giving at least sixty (60) days notice to Operator. The City may extend the term of this Agreement for two (2) separate periods of two (2) years each by giving notice to Operator of its desire to extend at least thirty (30) days prior to expiration."

2. Exhibit "A-2" is attached to this Third Amendment and is incorporated herein by reference. Exhibit "A-2" identifies the additional parking Facilities that are subject to the Agreement pursuant to this Third Amendment and also identifies the fees payable to Operator that are associated with each Facility. If Facilities are added to the Agreement subsequent to this Third Amendment, then the Agreement will again be

amended and one or more additional exhibits attached to those amendments.

3. Except as expressly amended herein and as previously amended, all of the terms and conditions contained in Agreement No. 26085 are ratified and confirmed and shall remain in full force and effect.

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

. 1	ACE PARKING MANAGEMENT, INC.
April 26, 2005	By Wutsall
1	President  Dhu wisawevshi/
April 26,2005	By With B. (Type or Print Name)
•	Keith B. Jones
	(Type or Print Name)
	"Operator"
	CITY OF LONG BEACH
<u>5·2·</u> ,2005	By City Manager
	"City"
This Third Amendment to	Agreement No. 26085 is approved as to form on
4/78 2005	

ROBERT E, SHANNON, City Attorney

Senior Deputy

DFG:rjr:04-07-05 (3<sup>rd</sup>Amd#26085) 03-00857 L:\APPS\CtyLaw32\WPDOCS\D030\P003\00072404.WPD

### EXHIBIT "A-2"

## Additional Facilities and Fees

346 Long Beach Blvd. (surface lot) \$14,284.73/month

Ace 3rd Amend Ex



# Operating Statement 346 Long Beach Blvd. Proposal Proposal #1

	CU	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	FAV(UNFAV)	ACTUAL	BUDGET	FAV(UNFAV)	
INCOME						A CONTRACTOR ASSESSMENT ASSESSMEN	
Transient Revenue	0.00	22,400.00	0.00	0.00	0.00	0.00	
Monthly Revenue	0.00	0.00	0.00	0.00	0.00	0.00	
Meter Income	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL INCOME	\$0.00	\$22,400.00	\$0.00	\$0.00	\$0.00	\$0.00	
OPERATING EXPENSES							
Wages and Salaries	0.00	8,100.00	0.00	0.00	0.00	0.00	
Payroll Overhead	0.00	1,889.73	0.00	0.00	0.00	0.00	
Health and Welfare	0.00	598.00	0.00	0.00	0.00	0.00	
Shopping Tests	0.00	75.00	0.00	0.00	0.00	0.00	
Professional Security	0.00	2,700.00	0.00	0.00	0.00	0.00	
Supplies	0.00	75.00	0.00	0.00	0.00	0.00	
Tickets and Decals	0.00	75.00	0.00	0.00	0.00	0.00	
Janitorial	0.00	30.00	0.00	0.00	0.00	0.00	
Equipment Repairs	0.00	200.00	0.00	0.00	0.00	0.00	
Insurance - Liability	0.00	188.00	0.00	0.00	0.00	0.00	
Business License and Taxes	0.00	50.00	0.00	0.00	0.00	0.00	
Landscaping	0.00	50.00	0.00	0.00	0.00	0.00	
Bank Service Charge	0.00	0.00	0.00	0.00	0.00	0.00	
Sweeping	0.00	40.00	0.00	0.00	0.00	0.00	
Customer Service	0.00	25.00	0.00	0.00	0.00	0.00	
Base Management Fee	0.00	189.00	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	\$0.00	\$14,284.73	\$0.00	\$0.00	\$0.00	\$0.00	
NET INCOME (LOSS)	\$0.00	\$8,115.27	\$0.00	\$0.00	\$0.00	\$0.00	

Bonnie Adams, Operations Controller



### our mission

By valuing our employees, listening to our clients, and operating under the ideals of moral integrity, quality, and accountability, we will lead the parking industry in service and financial results for our clients.

Scott A. Jones Chairman

John Baumgardner Vice Chairman & CEO

Steve Burton President

Founding Member of the National Parking Association

# 346 LB Blvd. Proposal #1 Assumptions

- Transient revenue is based on Lot #1 budget. Figuring \$2.37 collected each day per stall.
- Wages and Salaries are based on 1 cashier provided for each lot at \$9 an hour. Hours of operation being 7am to 10pm.