

**FOURTH AMENDMENT TO ENFORCEMENT SERVICES
AGREEMENT WITH LAZ PARKING**

THIS FOURTH AMENDMENT to the above-referenced agreement is entered into on June 21, 2022, by and between LAZ Karp Associates, LLC, a Connecticut limited liability company (“Consultant”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On June 19, 2018, the City entered into Agreement No. A-2018-158 (“Agreement”) with SERCO, Inc., to provide parking control enforcement services for the City.
- B. The Agreement was subsequently amended on August 21, 2018 (A-2018-222) to amend selected terms and conditions to the Agreement. This was followed up by a Second Amendment to the Agreement dated August 18, 2020 to increase the overall compensation and clarify terms and conditions within the Agreement and the Scope of Work.
- C. On June 10, 2020, SERCO and the City exercised the first of three one (1) year options to extend the Agreement on June 10, 2020 (#A-2018-158-01) until June 30, 2021.
- D. On January 21, 2021, the City consented to a request from LAZ Karp Associates, LLC (“Consultant”) to be assigned the duties and responsibilities related to the above referenced Agreement, as amended (A-2020-169-01). Effective January 21, 2021, Consultant became a party to this Agreement, as amended.
- E. On June 1, 2021, the parties entered into a Third Amendment to the Agreement (#A-2021-083) to increase the overall compensation reflective of Consumer Price Index (“CPI”) increases, and exercised the second option to extend the Agreement, as previously allowed under the terms of the Agreement, as amended, through June 30, 2022. The Agreement is current and in effect.
- F. The parties now wish to further amend the agreement to increase the overall compensation to cover increased services provided by the Agreement, as amended, and exercise the third and final option to extend the Agreement.

The Parties therefore agree:

1. **Section 2, Compensation**, is amended to increase the overall compensation of the Agreement. Compensation provided for the third and final extension to the Agreement, as detailed below, includes costs to cover this final extension of the Agreement, and includes additional costs and services detailed in Exhibit A to this Fourth Amendment. The total amount to be expended during this final one-year term of the Agreement, as detailed in this Fourth Amendment, shall not exceed \$826,255, including a 10% contingency (\$75,114) for services to be provided at the sole discretion of the City. The compensation detailed for this Fourth Amendment, shall be added to the not-to-exceed amount for the Agreement, as amended.

2. **Section 3, Term.** The parties agree to extend the term of the Agreement for an additional one (1) year period from July 1, 2022 through June 30, 2023. The parties agree and understand that no further term extensions are available to exercise. No other changes are contemplated to this section.
3. Except as modified by this Fourth Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the date and year first written above.

ATTEST

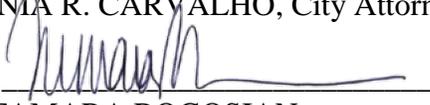
CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO, City Attorney

LAZ KARP ASSOCIATES, LLC

By: 

TAMARA BOGOSIAN
Senior Assistant City Attorney



By: Jared Svendsen
Title: Regional Vice President

RECOMMENDED FOR APPROVAL

David Valentin
Chief of Police

EXHIBIT A to 4th Amendment

Included in the proposed budget will be one (1) additional Parking Enforcement Ambassador and one (1) additional vehicle.

We respectfully submit our request to increase the annual budget and subsequent hourly billing rate as follows:

1 Supervisor
1 Lead Enforcement Checker
5 Enforcement Checkers (Day Time, Street Sweeping Detail)
2 Enforcement Checkers (PM Shift, Downtown Meter and General Enforcement Detail)

Proposed Hourly Rate:

Checker (PA) Rate - \$38.00

Supervisor Rate - \$52.80

Not to Exceed Budget of \$826,255, this includes a 10% contingency.
