

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

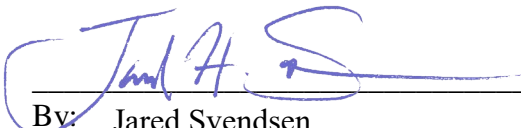
APPROVED AS TO FORM

SONIA R. CARYALHO, City Attorney

By: 

TAMARA BOGOSIAN
Senior Assistant City Attorney

LAZ KARP ASSOCIATES, LLC


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.

		FY 2023												
	Rates	July	August	September	October	November	December	January	February	March	April	May	June	Total
Hourly Rate Income - SUP	53.80	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	8,651	103,818
Hourly Rate Income - CHK	38.00	53,944	53,944	53,944	53,944	53,944	53,944	53,944	53,944	53,944	53,944	53,944	53,944	647,323
TOTAL GROSS REVENUE		62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	751,141
TOTAL NET REVENUE		62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	751,141
TOTAL PAYROLL AND BENEFITS		49,832	49,832	49,832	49,832	49,832	49,832	49,832	49,832	49,832	49,832	49,832	49,832	597,988
Labor		36,459	36,459	36,459	36,459	36,459	36,459	36,459	36,459	36,459	36,459	36,459	36,459	437,503
Vacation/Sick	5.00%	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	21,875
Payroll Taxes	9.50%	3,637	3,637	3,637	3,637	3,637	3,637	3,637	3,637	3,637	3,637	3,637	3,637	4,361
Worker's Compensation	4.00%	1,531	1,531	1,531	1,531	1,531	1,531	1,531	1,531	1,531	1,531	1,531	1,531	18,375
401k Company Match	1.00%	383	383	383	383	383	383	383	383	383	383	383	383	4,594
Health Insurance		6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000
ADMINISTRATIVE COSTS		908	908	908	908	908	908	908	908	908	908	908	908	10,894
Audit Fees	\$ 292	292	292	292	292	292	292	292	292	292	292	292	292	3,500
IT Fees	\$ 83	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Employee Hiring Costs, Background Checks	\$150	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Payroll Processing	1.00%	383	383	383	383	383	383	383	383	383	383	383	383	4,594
CAPITAL EXPENDITURES		3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Transportation	\$2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
New Vehicle	\$1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
CONTRACTED THIRD PARTY SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0
LIABILITY INSURANCE		\$200	200	200	200	200	200	200	200	200	200	200	200	2,400
PROFIT + OVERHEAD		\$2,557	2,557	2,557	2,557	2,557	2,557	2,557	2,557	2,557	2,557	2,557	2,557	30,683
REPAIRS AND MAINTENANCE		0	0	0	0	0	0	0	0	0	0	0	0	0
UNIFORMS		\$250	250	250	250	250	250	250	250	250	250	250	250	3,000
SUPPLIES		4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	59,016
Computers	\$70	70	70	70	70	70	70	70	70	70	70	70	70	840
Time Clock	\$20	20	20	20	20	20	20	20	20	20	20	20	20	240
Fuel	\$1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Vehicle R&M	\$250	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Vehicle Insurance	\$2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	2,428	29,136
Radios- GPS	\$350	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Office Supplies	\$100	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Body Cam		0	0	0	0	0	0	0	0	0	0	0	0	0
Communication/Cellular	\$200	200	200	200	200	200	200	200	200	200	200	200	200	2,400
OFFICE EXPENSE		930	930	930	930	930	930	930	930	930	930	930	930	11,160
Rent	\$810	810	810	810	810	810	810	810	810	810	810	810	810	9,720
Telephone/Internet	\$120	120	120	120	120	120	120	120	120	120	120	120	120	1,440
TOTAL OTHER EXPENSES		12,763	12,763	12,763	12,763	12,763	12,763	12,763	12,763	12,763	12,763	12,763	12,763	153,153
TOTAL OPERATING EXPENSES		62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	62,595	751,141