

AMENDMENT NUMBER 4 TO “AGREEMENT FOR CONTRACT SERVICES”

THIS AMENDMENT NUMBER 4 TO AGREEMENT FOR CONTRACT SERVICES (the "Fourth Amendment") is made and entered into as of February 05, 2024 by and between the CITY OF IRVINE, a municipal corporation ("City") and PARKING CONCEPTS, INC., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of February 18, 2022, City of Irvine contract number 20288 (the "Agreement").

1. The expiration date of the Agreement is changed from February 28, 2024 to February 28, 2025.
2. PART IV, SCOPE OF SERVICES, is deleted in its entirety and replaced with ATTACHMENT I, attached hereto.
3. PART V, BUDGET, is modified as follows:
 - Increase the contract value by \$2,000.00 from \$30,000.00 to \$32,000.00 for City Services; and decreased the contract value by \$2,000 from \$30,000.00 to \$28,000.00 for Great Park services;
 - The total not-to-exceed contract value remains unchanged at \$60,000.00.
4. Except as set forth in this Fourth Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)


IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

DocuSigned by:
By: 
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Chris Slama

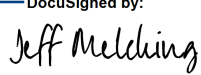
Its: Director of Community Services

Attest:

DocuSigned by:
By: 
0FCAD91F02E547D...
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
E04AA49F95474A7...
Jeffrey Melching

PARKING CONCEPTS, INC.

DocuSigned by:
By: 
E65227C4F1F747E...
David Mueller

Its: President

DocuSigned by:
By: 
DA3A8BDFE90648B...
Gill Barnett

Its: Secretary

ATTACHMENT I

SCOPE OF SERVICES

Services shall be performed as forth below.

I. Parking Management Services for Non-Complex Events

Non-Complex events are characterized as the following:

- Limited need to plan for various traffic patterns due to one or two ingress/egress points;
- Management of on-site pass holders and/or drop-in parking areas;
- Adjustments to the parking plans are not expected due to controlled attendance and timing of ingress/egress traffic;
- Site conditions have pre-designated shuttle stops, and parking areas are primarily paved, striped and/or dirt lots; and
- Site conditions are expected to not change due to construction and or other events that are occurring simultaneously.

II. Developing, Implementing and Managing the Parking Plan

- A. Contractor shall assist the City in developing a Parking Plan for each non-complex event, by providing recommendations based on various factors including, but not limited to the event type, estimated number of attendees, duration of event, access routes, parking areas, and the City's service standards. Contractor shall be responsible for performing site evaluations to identify and address safety, and operational concerns. Contractor shall be required to attend all City meetings on an as-needed basis to develop and finalize the Parking Plans. Parking Plans are subject to modification as directed by the City before and during the event.
- B. Contractor shall be responsible for implementing, managing, and cohesively communicating City-approved Parking Plans with the City, City contractors, and/or regulatory agencies including but not limited to the Irvine Police Department and Orange County Fire Authority. Contractor shall be required to also coordinate with the City's shuttle service providers if shuttle services are required as part of the City-approved parking plans. Contractor shall ensure appropriate staffing levels are maintained throughout event periods. City reserves the right to direct the Contractor to modify staff levels to meet the event needs.
- C. Contractor shall be responsible for properly training the on-site Coordinator(s) and parking directors on all aspects of the parking plan, including, but not limited to safety, site logistics, and role expectations for each event. Contractor shall provide all of its onsite Coordinators and Parking Directors with all appropriate uniforms and safety equipment (e.g., reflector vests, flashlights, radio communication devices, crosswalk signage, and flags), to safely implement all City-approved parking plans. Contractor shall provide all parking cones, delineators, traffic directional signage, Americans with Disabilities Act (ADA) signage, caution tape, tickets and/or other types of parking, traffic flow, and related supplies necessary for the execution of City-approved Parking Plans. Contractor shall furnish golf carts and/or vehicles to 16

parking teams to ensure productive and efficient supervision and transportation of parking staff to designated locations.

- D. Contractor shall be responsible for all set-up and clean-up of events including, but not limited to, Contract and/or City-owned equipment and signage used to implement and manage City-approved Parking Plans.
- E. Contractor shall provide parking attendance numbers (e.g. total number of vehicles) at the conclusion of each event with a counting method mutually agreed upon by the City and Contractor.

III. Event Location(s)

Event locations shall vary throughout the City and Great Park and will utilize pre-designated shuttle areas and paved, unpaved, and/or lined parking areas located at the event site.

IV. Projected Vehicles

The average number of vehicles at each event date is estimated to range from 100 to 5,000. City shall provide estimates regarding the number of anticipated vehicles when Parking Management Services are requested for a specific event.

V. Pass Parking Events

Upon City request, Contractor shall be responsible for facilitating the operation of pass-holder parking lots.

VI. ADA Parking

Contractor shall ensure that the appropriate number of ADA parking stalls are properly designated for each parking lot used in the Event Parking Plan.

VII. Use of City-Provided Equipment

Upon approval by City, Contractor may utilize City equipment including, but not limited to, rented golf carts, light towers, barricades and sign boards. If equipment is damaged by the Contractor, Contractor shall be responsible for all costs of repair or replacement. If equipment is procured through a rental agreement between City and an equipment rental company, all repair costs will be determined by the rental company and invoiced directly to City, which in turn be invoiced to Contractor for payment of the full amount of damages, without markup. If equipment is City-owned, repair or replacement costs will be determined by City. Contractor must comply with City's inspection process to use the equipment.

VIII. Site Rentals

Due to site management needs, the Contractor may be requested to provide parking management services to an individual, a for-profit or non-profit organization ("renter"), producing a non-City sponsored public or private event on City property.

A. Small Private Reservations

City will contract directly with Contractor for services booked through Facility Reservations for small private events. City will confirm the location, event time, City Site Contact, Contractor staff needs, and/or equipment being requested. City will book Contractor for a minimum of three (3) hours and one (1) hour before the event start time. At the end of the event, Contractor will provide City with an invoice, no more than five (5) business days after the conclusion of the event to Facility Reservation staff for processing.

B. Large Scale Special Events

Prior to providing parking management services, the Contractor shall confirm with the City that the entity or individual is authorized to rent space on City property. Agreements and payments for services shall be between the Contractor and the renter. The City assumes no responsibility and no liability for costs incurred for arrangements made between the two parties engaged in the request for services. City must approve all parking management plans between the authorized renter and contractor. Contractor also agrees to apply the same hourly rates to the renter as outlined in the contract between the City and Contractor.