

FIRST AMENDMENT TO AGREEMENT NO. 17-3505  
BETWEEN THE CITY OF LOS ANGELES AND  
PARKING CONCEPTS, INC.

THIS FIRST AMENDMENT to AGREEMENT NO. 17-3505 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and PARKING CONCEPTS, INC. ("Operator") as follows:

1. The following section shall be added to Section VIII. COMPENSATION AND PAYMENT, Subsection A.:

"(11) Additional Cruise Parking Facilities

If additional cruise parking facilities or long-term parking is required, Berth 46, and/or other lots may be used as designated by the Harbor Department under the same terms and conditions as "Parking Facilities."

(12) Special Events

Notwithstanding any other compensation rates and maintenance terms in this Agreement, for Port-sponsored special events that utilize any of the Parking Facilities as identified in Exhibit A or Offsite Parking Lots as identified in Exhibit F, Operator shall remit all monies collected and, Operator and Executive Director or designee, shall agree, in writing, upon (1) a flat rate to be charged to the public, (2) Operator's compensation, (3) specific service needs, including but not limited to fencing, striping, and/or security to be reimbursed by City and, (4) any additional insurance coverage needs. Operator shall submit all invoices for Department review and approval within fifteen (15) days after the conclusion of the event.

(13) Liberty Hill Plaza Parking Lot

Notwithstanding any other compensation rates and maintenance terms in this Agreement, for the operation of this Liberty Hill Plaza parking lot ("LHPPL") and only this parking lot:

- a. Operator shall be paid a flat monthly fee of Four Hundred Fifty-Five Dollars (\$455) to operate LHPPL.

- b. City shall install all parking equipment at LHPPL.
- c. Operator will maintain and operate the parking equipment, including repairs and/or replacement of equipment. Such expenses shall be reimbursed by City upon submission and approval of an invoice.
- d. All monies collected from this Liberty Hill Plaza Parking Lot shall be remitted to the Harbor Department minus the parking tax.
- e. Harbor Department employees will have key cards to get in and out of the parking lot while contractors, vendors, and guests with official business will secure parking validations from the Harbor Department.
- f. City will be responsible for structural repair and maintenance of the lot including, landscaping, trash removal, slurry sealing, and painting.”

Except as amended herein, all remaining terms and conditions of Agreement No. 17-3505 and its amendments shall remain in full force and effect.

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*(Signature page follows)*

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 17-3505 on the date to the left of their signatures.

THE CITY OF LOS ANGELES,  
by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_

AMBER M. KLESGES  
Board Secretary

PARKING CONCEPTS, INC.

Dated: June 5, 2020

By: 

ROBERT E. HINDLE, Vice President  
(Print/type name and title)


Attest: 

PETER MARTIL, Senior District Manager  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

6-11, 2020

MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: 

MINAH PARK, Deputy City Attorney