

Attachment A

Amendment No. One to Professional Services Agreement with Laz Parking
California, LLC

**AMENDMENT NO. ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH LAZ PARKING CALIFORNIA, LLC FOR
PARKING MANAGEMENT AND ENFORCEMENT**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 28th day of July, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and LAZ PARKING CALIFORNIA, LLC, a Connecticut limited liability company ("Consultant"), whose address is One Financial Plaza, 14th Floor, Hartford, CT 06103, and is made with reference to the following:

RECITALS

- A. On October 10, 2023, City and Consultant entered into a Professional Services Agreement (Contract No. C-9445-1) ("Agreement") for parking management, enforcement, maintenance and revenue collection services ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, consisting of parking enforcement services related to the City's street sweeping program, and to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement and Exhibit A to this Amendment No. One shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

2. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Ten Million Six Hundred Eighty Eight Thousand One Hundred Sixty Five Dollars and 00/100 (\$10,688,165.00)**,

without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Seven Hundred Twenty Thousand Eight Hundred Seventy Nine Dollars and 00/100 (\$720,879.00)**.

3. INTEGRATED CONTRACT

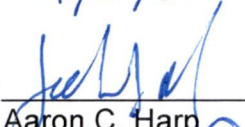
Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/21/26

By: 

Aaron C. Harp
City Attorney

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____

Lauren Kleiman
Mayor

ATTEST:

Date: _____

CONSULTANT: Laz Parking California,
LLC, a Connecticut limited liability
company

Date: _____

By: _____

Lena Shumway
City Clerk

By: _____

John Svendblad
President

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

I. PURPOSE

LAZ Parking ("Consultant") shall provide parking enforcement services supporting the City of Newport Beach's residential street sweeping program and related parking enforcement. Services shall be performed in accordance with applicable provisions of the Newport Beach Municipal Code, the California Vehicle Code, City policies, and this Agreement.

II. SERVICES TO BE PROVIDED

The Consultant shall provide the following services:

1. Enforce parking restrictions associated with the City's residential street sweeping program.
2. Issue parking citations utilizing City-approved citation equipment and procedures.
3. Patrol assigned routes according to schedules established by the City.
4. Provide courteous customer service while representing the City during all enforcement activities.
5. Appear at administrative hearings or court proceedings regarding issued citations when reasonably requested by the City.

III. IMPLEMENTATION

Prior to commencement of services, Consultant shall:

1. Assign qualified personnel
2. Provide uniforms, handheld citation devices and associated equipment
3. Provide dedicated enforcement vehicles
4. Coordinate operational procedures with City staff
5. Complete all City-required orientation and system training

IV. PERFORMANCE LOCATION AND SCHEDULE

The City shall establish the operational schedule for street sweeping enforcement. The current locations, days, and routes are available online on the City's website, and are incorporated herein by this reference. Services shall be performed Monday through Friday during scheduled street sweeping hours. Current street sweeping operations occur between 7:00 a.m. to 12:30 p.m., depending upon the assigned route and day of the week. The City reserves the right to modify routes, schedules, enforcement priorities, service hours, and operational assignments throughout the term of the Agreement. Consultant shall comply with the most current operational directives as may be issued by the City's Project Administrator.

V. CONSULTANT RESPONSIBILITIES

Consultant shall:

1. Furnish qualified Parking Enforcement Officers and supervisory personnel sufficient to perform the services authorized under this Amendment.
2. Provide all uniforms, handheld citation equipment, communications equipment, vehicles, fuel, maintenance, insurance, and other operational resources necessary to perform the contracted services.
3. Ensure personnel possess valid California driver's licenses and successfully complete background screening consistent with Consultant hiring practices and any mutually agreed City requirements.
4. Provide personnel training regarding:
 - a. Parking enforcement procedures
 - b. Customer service
 - c. Conflict de-escalation
 - d. Citation processing
 - e. Applicable laws and City procedures
5. Maintain professional appearance and conduct while performing services.
6. Maintain adequate staffing levels and provide replacement personnel as reasonably necessary.

VI. CITY RESPONSIBILITIES

The City shall:

1. Establish enforcement priorities.
2. Provide current enforcement routes.
3. Provide current street sweeping schedules.
4. Notify Consultant of schedule modifications.
5. Provide access to City citation systems and applicable software.
6. Provide updates regarding Municipal Code changes affecting enforcement.
7. Designate a Project Manager responsible for operational coordination.

VII. VEHICLES AND EQUIPMENT

Consultant shall furnish dedicated vehicles suitable for parking enforcement operations. Vehicles shall:

1. be maintained in safe operating condition
2. display City-approved identification
3. include required safety equipment
4. include cellular communications
5. include GPS capability if utilized by Consultant

Nothing herein shall prohibit Consultant from rotating vehicles into service for maintenance or operational purposes.

VIII. REPORTING

Consultant shall provide monthly operational reports which may include:

1. citations issued
2. staffing levels
3. operational activities
4. equipment status
5. other mutually agreed performance metrics

Additional reporting may be provided upon mutual agreement.

IX. WEATHER AND SPECIAL CONDITIONS

The City shall determine when enforcement operations should be suspended due to weather, emergency conditions, public safety concerns, or other operational circumstances.

X. PERSONNEL

Consultant shall designate:

1. one primary operational supervisor
2. one secondary management contact

The City may request removal of Consultant personnel assigned to City operations for any reason upon reasonable prior written notice. Consultant shall retain sole responsibility for employment decisions, but shall provide qualified replacement personnel when requested by City.

XI. CUSTOMER SERVICE

Consultant personnel shall conduct themselves professionally and treat members of the public with courtesy, fairness, and respect. Consultant personnel shall respond to public inquiries within the scope of their authority and refer unresolved matters to the appropriate City representative when necessary.

XII. COMPENSATION

Compensation for the services described herein shall be as set forth in Exhibit B – Schedule of Billing Rates. Should the City request material changes in staffing levels, service hours, enforcement routes, equipment requirements, operational schedules, or

scope of services, the parties may negotiate an equitable adjustment to compensation prior to implementation of such changes.

XIII. GENERAL PROVISIONS

1. Consultant shall perform services using commercially reasonable efforts consistent with generally accepted municipal parking enforcement practices.
2. Consultant shall not be responsible for delays or service interruptions resulting from circumstances beyond its reasonable control, including but not limited to weather, emergencies, civil disturbances, roadway closures, equipment failures outside Consultant's control, or City-directed service modifications.
3. Nothing in this Scope of Services shall be construed as guaranteeing a specific number of citations, citation revenue, or complete enforcement coverage of every route on every operational day.
4. Services shall be performed in accordance with applicable federal, state, and local laws.

XIV. Minimum Staffing Levels & Annual Hours

1. The staffing levels and annual hours set forth below have been determined to be the minimum necessary to provide the street sweeping enforcement services. Staffing levels and hours shall remain at or above the minimum levels listed below. Official timecards shall be provided with each monthly invoice as supporting documentation for compliance with minimum staffing requirements. Increases in staffing levels shall be subject to prior written approval of the City's Project Administrator.

Position		Min. Qty Staff	Annual Hours (Year 1)	Annual Hours (Year 2)	Annual Hours (Year 3 Partial)
Parking Enforcement Officer (minimum)		4	5,200	5,200	433
Parking Enforcement Supervisor (minimum)		1	1,300	1,300	108

2. The above staffing plan reflects the minimum annual enforcement hours required.
3. Consultant shall be responsible for personnel scheduling, and for providing additional or relief staffing, including but not limited to, additional enforcement officers, as needed to cover breaks, leave, training, holidays, and other scheduling gaps.

4. Staffing in excess of the minimum staffing levels shall be subject to prior written approval of the City's Project Administrator.
5. Personnel assigned shall perform street sweeping enforcement pursuant to this Amendment shall perform such services exclusively during their scheduled hours, and shall not be redirected to general parking enforcement under the original Agreement any other City agreement or work order during those same hours without prior written authorization from the City's Project Administrator.
6. Consultant shall not use personnel budgeted under the original Agreement or any other City parking agreement to satisfy the minimum staffing requirements of this street sweeping program pursuant to this Amendment.
7. Any billing discrepancy due to cross-assignment shall be credited on the next monthly invoice.
8. If minimum staffing cannot be met on any scheduled day, Consultant shall notify the City's Project Administrator in writing promptly in advance of the start of that day's enforcement window. Base compensation may be reduced pro-rata using the applicable hourly billing rate set forth in Schedule of Billing Rates.

XV. Increase or Reduction in Services

If the City determines that an increase or reduction in staffing or hours is warranted, the City shall notify Consultant in writing at least thirty (30) days in advance of any changes to the services. Prior to the end of the thirty day period, Consultant shall increase or reduce the hours or staffing, as indicated by City. Compensation for increased or reduced services shall be in accordance with the Schedule of Billing Rates.

XVI. Revenue

All revenue from parking citations issued under this Amendment shall be the sole property of the City, and where applicable, shall be deposited with the City promptly.

EXHIBIT B

SCHEDULE OF BILLING RATES

EXHIBIT B

SCHEDULE OF BILLING RATES

I. BASE PAYMENT

Street Sweeping Enforcement Services: City shall pay a base flat rate ("Base Payment") to Consultant based on the annual totals set forth below to provide the routine street sweeping enforcement services described in Exhibit A to this Amendment. The Base Payment shall include all labor, benefits, management, and overhead costs. This annual total shall be divided into twelve (12) equal monthly installments that shall be transmitted to Consultant by the fifteenth (15th) day of each calendar month, provided that all required reporting has been received, including but not limited to, an invoice from the Consultant by the eighth (8th) business day of each calendar month. All payments to Consultant under this Section shall be accomplished by the use of electronic fund transfer.

	Year 1 (Sept 10, 2026 - Sept 9, 2027)	Year 2 (Sept 10, 2027 - Sept 9, 2028)	Year 3 Partial (Sept 10, 2028 - Oct 9, 2028)	Total
Parking Enforcement Staffing	\$176,354.00	\$181,644.62	\$15,591.16	\$373,589.78
Management and Overhead	\$18,000.00	\$18,000.00	\$1,500.00	\$37,500.00
Total Base	\$194,354.00	\$199,644.62	\$17,091.16	\$411,089.78

II. ADDITIONAL COSTS

In addition to the Base Payment, each invoice shall include the following additional costs, where applicable, and shall be itemized and include all supporting documentation. Supporting documentation required in the invoice packet shall include, but is not limited to, paid invoices and general ledger reports showing the expense is attributable to the City of Newport Beach street sweeping enforcement services under this Amendment. The monthly invoice packet shall be delivered to the City by the eighth (8th) business day of each calendar month.

1. Pass Through/Reimbursable Expenses. The following line-item budget categories are pass through/reimbursable items that shall be billed to the City in addition to the Base Payment. For each line item, the City shall pay the same amount the Consultant paid without any additional mark-up. The categories and amounts paid by the Consultant shall be detailed in the monthly invoice provided by Consultant. The following table shows the maximum, not to exceed, amount for each of the following categories:

Pass Through Line Item	Year 1	Year 2	Year 3 (Partial - 1 Month)	Total
Professional Services (Audit, HR, IT, Payroll)	\$5,128.00	\$5,128.00	\$427.33	\$10,683.33
Liability Insurance**	\$8,000.00	\$8,240.00	\$707.27	\$16,947.27
Communication / Cellular	\$4,800.00	\$4,800.00	\$400.00	\$10,000.00
Uniforms**	\$1,600.00	\$1,648.00	\$141.45	\$3,389.45
Vehicle Lease	\$38,755.00	\$38,755.00	\$3,229.58	\$80,739.58
Vehicle M&O (Fuel, Wash, GPS, Insurance)**	\$57,824.00	\$59,558.72	\$5,112.12	\$122,494.84
Total Pass Through	\$116,107.00	\$118,129.72	\$10,017.75	\$244,254.47

Note: Items marked with (**) in the above table reflect an annual adjustment, effective on each anniversary of the Effective Date of this Amendment, of three percent (3.0%).

2. Additional or Reduced Services. In the event of temporary, occasional, or seasonal increase in staffing or hours, City shall pay Consultant the following hourly rates in addition to the Base Payment. For permanent increase in hours or staffing, the Base Payment shall be adjusted based on the following rates. In the event of a temporary, occasional, or seasonal reduction in staffing or hours, a credit shall be included as a line item based on the following hourly rates. For a permanent reduction in hours or staffing, the Base Payment shall be adjusted based on the following rates.

Position	Year 1 Rate/Hr	Year 2 Rate/Hr	Year 3 Rate/Hr
Parking Enforcement Officer*	\$33.91	\$34.93	\$35.98

**All inclusive, including but not limited to, labor, PTO, taxes, benefits, workers compensation, 401(k), etc.*

III. NOT TO EXCEED

The total aggregate sum of the Base Payment plus all additional costs set forth above shall not exceed the following annual amounts. The total not-to-exceed amount for this Amendment shall be \$655,344.26.

Grand Total - Not to Exceed Amount

	Year 1	Year 2	Year 3 (Partial)	Total
Base Payment (Labor, Benefits & Management Fee)	\$194,354.00	\$199,644.62	\$17,091.16	\$411,089.78
Pass Through / Reimbursable	\$116,107.00	\$118,129.72	\$10,017.76	\$244,254.48
Grand Total	\$310,461.00	\$317,774.34	\$27,108.92	\$655,344.26

IV. CONTINGENCY

A ten (10%) percent contingency is reflected in the total not to exceed amount of this Amendment to cover potential route expansions, additional enforcement assignments, holiday activations, and unforeseen equipment or operational needs as may be authorized in writing by the City. **Therefore, the total Not-to-Exceed amount for this Amendment shall be \$720,879.00.** Expenditures exceeding this not-to-exceed amount shall require a prior written amendment approved by the City.