

**FIRST AMENDMENT TO THE REMOTE EMPLOYEE PARKING
OPERATION AND MANAGEMENT AGREEMENT
NO. DA-4891
BETWEEN THE CITY OF LOS ANGELES
FOR THE DEPARTMENT OF AIRPORTS AND
ABM AVIATION, INC.
AT LOS ANGELES INTERNATIONAL AIRPORT (LAX)**

THIS FIRST AMENDMENT TO the Los Angeles International Airport Remote Employee Parking Operation and Management Agreement, No. DA-4891, (herein after also referred to as "Agreement") is entered into this _____ day of _____, 20____, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as "Department" or "LAWA"), and **ABM Aviation , Inc.** (hereinafter referred to as "OPERATOR").

RECITALS

WHEREAS, City and Operator entered into Agreement No. DA-4891 (Operator has officially assigned the Agreement to ABM Aviation, Inc. from ABM Parking Services, Inc., and has obtained the requisite Consent for such from City, attached hereto as Attachment C) in order for Operator to Manage and Operate the Remote Employee Parking Facilities at LAX which includes overseeing the use of the LAX remote employee parking facilities and providing bus transportation to LAX employees and the public, to and from the remote employee parking facilities and the Central Terminal Area (CTA) at LAX and the Metro Greenline shuttle route; and

WHEREAS, City acknowledges that LAX has seen unprecedented growth in passenger and aircraft activity, which in turn brings the need for more agents, ground handlers, concession workers, etc. and requires an increased need for busing demands to and from the CTA and LAX remote employee parking facilities, as well as a need to increase employee parking availability; and

WHEREAS, City, in its preparation for LAWA's LAMP construction of the Intermodal Transportation Facility-West (ITF-West) and the Automated People Mover (APM), certain Parking facilities have been relocated and reconfigured; and

WHEREAS, City's recently approved increases to the living wage minimum requirements have a direct impact on Operator staffing rates not anticipated upon Operator's commencement of the Agreement; and

WHEREAS, City and Operator desire to amend the Agreement to reflect the additional services desired by City for Operator to perform and costs associated with the required additional services.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Amend Section 2.6 Shuttle Transportation Services' first sentence by inserting the following:

“...and the Lot South Route (formerly known as Lot C) Route...”

between the words “...using the Greenline Shuttle Route...” and “...as more particularly described...””

Section 2.

2.1 Amend Section 2.6.1 Provision of Transportation Vehicles, by deleting it's last sentence in its entirety and in lieu thereof inserting the following:

“Operator shall be responsible for providing any support vehicles (i.e., vehicles that are not used for carrying transit passengers) needed by Operator to perform Operator's duties under this Agreement, in addition to the Operator leased vehicles required pursuant to 2.6.1.1 herein below.”

2.2 Amend Section 2.6.1 Provision of Transportation Vehicles by adding Section 2.6.1.1 as follows:

“2.6.1.1 Operator shall lease up to five (5) additional buses (“Leased Buses”) to accommodate the transporting of employees and public passengers for the Lot South/ City Bus Center Route, and to support and augment the LAX shuttle fleet, as needed and required by LAWA Chief Executive Officer (CEO). The cost of the Leased Buses shall be passed through to City at Operator's cost and reimbursed by City to Operator. Operator understands that it shall make every effort to receive the best and lowest price for leasing costs per each Leased Bus and that each Leased Bus shall be in a condition that meets or exceeds the condition of those buses provided by City. Operator shall present the cost to lease each Leased Bus to City, to which LAWA CEO must approve prior to Operator's acceptance of the bus lease terms presented by the lessor.”

Section 3.

3.1 Amend Section 3.1 Monthly Management Fee, by inserting a new sentence before the last sentence of the first paragraph (“Operator acknowledges that the amount payable ...”), as follows :

“Beginning on the Fifth Year (FY2018-19) of this Agreement, City shall pay to Operator a fixed monthly management fee in the amount of One Hundred Fifty-six Thousand, Sixty-five Dollars (156,065.00) per month (the “Monthly Management Fee”).”

3.2 Amend Section 3.1 Monthly Management Fee, by adding thereto the following:

“ 3.1 (j) the cost associated with retrofitting seven (7) LAWA- provided buses for the Lot South route to include RideLAX programming, Drivecam cameras, and the requisite insurance coverage.”

3.3 Amend Section 3.1 Monthly Management Fee, by adding thereto the following:

“3.1(k) the cost associated with any and all modifications to the Access Control System (ACS).”

3.4 Amend Section 3.1. Monthly Management Fee, by adding thereto the following:

3.1.1 Supplemental Management Fee. During the Term of this Agreement, City shall pay to Operator a supplemental management fee to cover the cost of Operator’s leasing of up to five (5) buses to augment employee and public shuttle operations in the event that LAWA CEO exercises its right to the option to request the Operator to provide additional buses. The monthly fee amount is based on the passenger capacity of each bus which shall be delineated in the Business and Operations Plan, up to and including, but not to exceed Three Million, Three Hundred-one Thousand and Sixty Dollars (\$3,301,060), subject to the prior approval of LAWA CEO.” This management supplemental fee for the leased buses includes retrofitting buses with RideLAX programming, Drivecam cameras, and requisite insurance coverage, fuel, bus repair and maintenance and excludes driver billable hours.

Section 4.

4.1 Amend Section 3.2.1 Parking Staff Expense, by adding a new paragraph, as follows:

“3.2.2.1 Beginning on the Fifth Year (FY2018-19) of the Agreement, the term “Parking Staff Hourly Rate” shall mean Twenty-nine Dollars and Thirty-eight Cents (\$29.38); provided, however that on the first day of Option Year 1 (FY2019-20) and the first day of Option Year 2 thereafter during the Term, the Parking Staff Hourly Rate shall be subject to increase by an amount equal to four percent (4%) of the Parking Staff hourly Rate in effect for the prior Year.”

4.2 Amend Section 3.2.2 Transportation Expense, by adding a new paragraph inserting the following:

“3.2.2.1 Beginning on the Fifth Year (FY2018-19) of the Agreement, the term “Transportation Hourly Rate” shall mean Thirty-four Dollars and Twenty-six Cents (\$34.26); provided, however that on the first day of Option Year 1 (FY2019-20) and the first day of Option Year 2 thereafter during the Term, the Transportation Hourly Rate shall be subject to increase by an amount equal to four percent (4%) of the Transportation Hourly Rate in effect for the prior Year.”

4.3 Amend Section 3.2.3 Cleaning Service Expenses, by adding a new paragraph inserting the following:

“3.2.3.1 Beginning on the Fifth Year (FY2018-19) of the Agreement, the term “Cleaning Service Hourly Rate” shall mean Twenty-nine Dollars and Thirty-three Cents (\$29.33); provided, however that on the first day of Option Year 1 (FY2019-20) and the first day of Option Year 2 thereafter during the Term, the Transportation Hourly Rate shall be subject to increase by an amount equal to four percent (4%) of the Transportation Hourly Rate in effect for the prior Year.”

Section 5. Exhibit B Map of Parking and Shuttle Facilities shall be deleted in its entirety and in lieu thereof, Attachment A, Exhibit B Map of Parking and Shuttle Facilities shall be inserted.

Section 6. Amend the Agreement to include Attachment B, First Amendment Cost Breakdown.

Section 7. Except as amended or modified by this First Amendment, the Remote Employee Parking Operation and Management Agreement, DA-4891 is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Agreement the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 8. No Third Party Beneficiaries. No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 9. Governing Law; Interpretation. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the

Section 10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto.

[illegible]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Operator has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: October 22, 2018

By: [Signature]
Deputy Assistant City Attorney

CITY OF LOS ANGELES

By _____
Chief Executive Officer
Department of Airports

ATTEST:

By [Signature]
Signature
J. Harrison Anthony
Print Name

[SEAL]

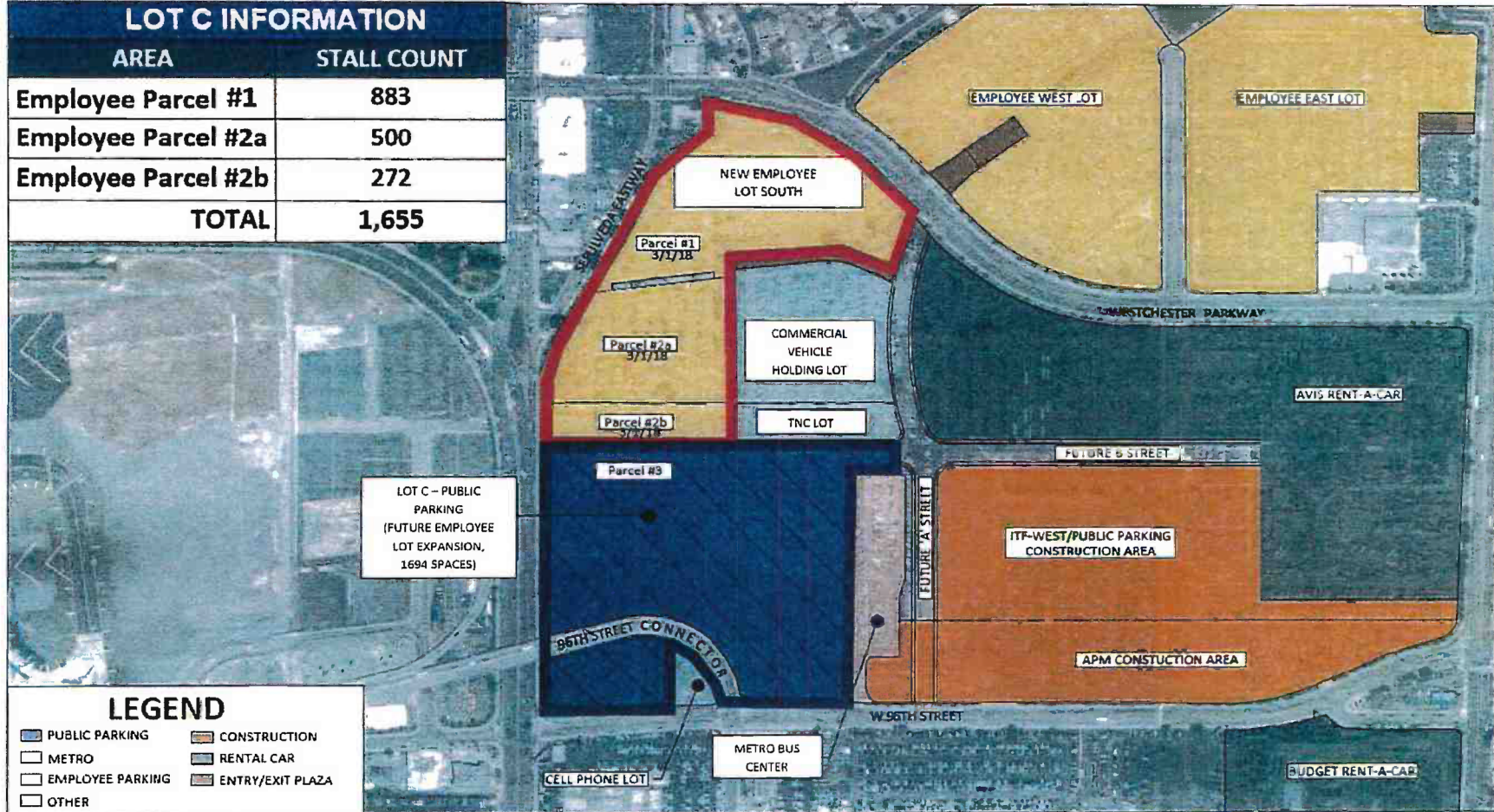
ABM Aviation, INC.

By [Signature]
Signature
D. Scott Hutchinson
Print Name
Vice President
Print Title

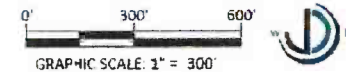
NEW EMPLOYEE 'LOT SOUTH'

Attachment A

LOT C INFORMATION	
AREA	STALL COUNT
Employee Parcel #1	883
Employee Parcel #2a	500
Employee Parcel #2b	272
TOTAL	1,655



LOT C AREA PROJECTS - APM START LOS ANGELES INTERNATIONAL AIRPORT



Last Updated: August 21, 2018

ATTACHMENT A LOT C AREA PROJECTS-APM

ABM Remote Employee Parking and Transportation Services (DA-4891)
FIRST AMENDMENT - COST BREAKDOWN

*(Note: Assumes 'New Lot South / Metro Route' to commence January 2019)

	Rate (\$/Mo.)	FY18-19 (Year 5)	FY19-20 (Option Yr. 1)
A. MANAGEMENT FEE	\$ 156,065	\$ 1,872,785	\$ 1,910,241
A.1 SUPPLEMENTAL MGMT. FEE		\$ 1,085,875	\$ 2,215,185
Sub-Total (Mgm't. Fee):		\$ 2,958,660	\$ 4,125,426

B. OPERATIONAL EXPENSES	(\$Rate/Hour)		
1. Parking Staff:	\$ 29.38	\$ 772,106	\$ 802,991
ADD: Lot South Guards		\$ 86,025	\$ 178,931
2. Transportation Hours: (East, West, Greenline)	\$ 34.26	\$ 6,264,955	\$ 6,515,553
ADD: New Dedicated Lot South + Metro Pick-up		\$ 846,393	\$ 1,720,328
3. Cleaning Service:	\$ 29.33	\$ 171,287	\$ 178,139
Add: Lot South Cleaning		\$ 15,486	\$ 32,211
Sub-Total (Operational):		\$ 8,156,253	\$ 9,428,153
TOTAL MANAGEMENT FEE & OPERATIONAL EXPENSES:		\$ 11,114,913	\$ 13,553,579

**CONSENT TO ASSIGNMENT OF CONTRACT NO. DA-4891
AIRPORT REMOTE EMPLOYEE
PARKING OPERATION AND MANAGEMENT FROM
ABM PARKING SERVICES, INC. TO ABM AVIATION, INC.**

This **CONSENT TO ASSIGNMENT OF CONTRACT NO. DA-4891** (this "Consent") is made and entered into as of _____, 201_, by and between the **CITY OF LOS ANGELES**, a California municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "City") and **ABM Aviation, Inc.** ("Assignee") and **ABM Parking Services, Inc.** ("Assignor"), with reference to the following Recitals:

A. City and **ABM Parking Services, Inc.** ("Assignor") previously entered into Contract No. DA-4891 dated as of May 13, 2014 (the "Contract") to manage and operate certain parking facilities and to assist with the development of plans for improvements to such parking facilities at the Airport.

B. Assignor desires to align all of its aviation business under the Assignee and has transferred all contracts with LAWA to Assignee, pursuant to a letter dated November 2, 2017 from ABM's Assistant General Counsel. Exhibit A (the "Assignment").

C. City finds the requirement to have the Assignment's Consent by City under Section 12.0 of the Contract.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Assignor, and Assignee hereby agree as follows):

1. **Definitions.** Initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.
2. **Effective Date.** Notwithstanding anything to the contrary contained in this Consent, this Consent shall not be effective and the Assignment shall not be valid or binding on City unless and until the date (the "Effective Date") that an original of this Consent executed by Assignee is delivered to City for execution by the Chief Executive Officer of City's Department of Airports (and the Chief Executive Officer executes and delivers the same).
3. **Consent to Assignment.** As of the Effective Date, upon satisfaction of the conditions set forth in Section 2 above, City approves and consents to the Assignment, and Assignee, by its execution and joinder in this Consent, acknowledges and agrees that it shall be bound by the terms and conditions of the Contract and hereby ratifies the obligations of Assignee under the Contract.
4. **No Further Consent.** Notwithstanding anything to the contrary contained in this Consent, the granting of consent to the Assignment shall not be deemed or construed to be (a) consent to any future assignment, or (b) any agreement or waiver of City's right to assert that any such subsequent assignment is subject to the assignment provisions of the Contract.

5. **Notices.** All notices shall be in writing and addressed as follows:

(a) Written notices to City, and to the City Attorney of the City of Los Angeles shall, until Assignee's receipt of written notice otherwise from City, be addressed to the Chief Executive Officer and to the City Attorney, Airport Division,

Chief Executive Officer
Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216

with a copy to:

Office of the City Attorney – Airport Division
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216

(b) Written notices to Assignee shall, until City's receipt of written notice otherwise from Assignee, be addressed to:

ABM Aviation, Inc.
1150 South Olive Street Suite 1900
Los Angeles, CA 90015
Attention: Scott Hutchison, Vice President

Email: Scott.Hutchison@abm.com

(c) The execution of any such notice by Chief Executive Officer shall be as effective as to Assignee as if it were executed by Board, or by Resolution or Order of said Board, and Assignee shall not question the authority of Chief Executive Officer to execute any such notice.

(d) All such notices may either be delivered personally to Chief Executive Officer, or to the Office of the City Attorney, Airport Division, in the one case, or to Assignee in the other case, or such may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid, by certified or registered mail, and shall be effective upon receipt.

6. **Entire Agreement.** This Consent supersedes any and all agreements and understandings previously made between any of the parties hereto relating to the subject matter of this Consent. This Consent may only be modified, amended or altered in writing.

7. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of law. Any legal action or proceeding with respect to this Consent shall be brought only in a federal or state court of competent jurisdiction in California. Venue shall be in the County of Los Angeles.

8. **Counterparts.** This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Consent as of the date first above written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

Date:

January 23, 2018

By:

[Signature]
Deputy/Assistant City Attorney

CITY OF LOS ANGELES, a California
municipal corporation,

Date:

1/20/18

By:

[Signature]
Chief Executive Officer
Department of Airports

ASSIGNEE:

ABM Aviation, Inc.

By:

[Signature]

Name: D. Scott HATCHERSON

Title: Vice President

Dated: 1/18/18

ASSIGNOR:

ABM Parking Services, Inc.

By:

[Signature]

Name: D. Scott HATCHERSON

Title: Vice President

Dated: 1/18/18