

**SIXTH AMENDMENT TO THE AGREEMENT FOR AIRPORT PARKING
FACILITIES MANAGEMENT SERVICES BETWEEN
THE CITY OF SAN JOSE AND AMPCO SYSTEM PARKING**

This Sixth Amendment to the Agreement for Airport Parking Facilities Management Services is entered as of _____ 2011, by the City of San Jose ("City"), a municipal corporation, and AMPCO System Parking, Inc., a California corporation ("Contractor").

RECITALS

WHEREAS, on November 8, 2002, City and Contractor entered into an agreement entitled "Agreement for Airport Parking Facilities Management Services between the City of San Jose and AMPCO System Parking, Inc." ("Agreement"); and

WHEREAS, on December 5, 2006, the City Council authorized the Director of Finance to execute the First Amendment to change the rate of compensation for Option Year 4; and

WHEREAS, on November 8, 2008, the City Council authorized the Director of Finance to execute the Second Amendment to change the rate of compensation for Option Year 6; and

WHEREAS, on September 1, 2009, the City Council authorized the Director of Finance to execute the Third Amendment to extend the Agreement for one year at a revised rate of compensation; and

WHEREAS, on October 21, 2010, the City Council authorized the Director of Finance to execute the Fourth Amendment to extend the Agreement for an additional one year while the City completed the implementation of the new Parking Access and Revenue Control System (PARCS), and to compensate Contractor for unanticipated labor costs associated with the delayed implementation of the PARCS, and to revise the rate of compensation for the additional one year extension; and

WHEREAS, on April 20, 2010, the City and Contractor entered into a Fifth Amendment to reflect the new Airport parking facilities that are currently or will shortly be included in the scope of services for parking management, expand the scope of services to include Shuttle Services within new Airport parking facilities and correspondingly increase the compensation, and update the insurance, federal requirements and to amend the amended Agreement to delete the terms and conditions of the City's Living Wage Policy and/or Prevailing Wage Policy for the remaining term of the Agreement thereby making Contractor subject to the Minimum Compensation requirements of the Airport Living Wage and Labor Standards Ordinance;

WHEREAS, City and Contractor now wish to modify the Agreement by extending the Term of the Agreement for an additional one-year term and increase the compensation;

NOW THEREFORE, the parties agree to amend the amended Agreement as follows:

1. Section 3.2 if the Agreement, entitled "option to Extend Term" is deleted in its entirety and replaced by the following:

City reserves the right to extend the term for successive periods of one (1) year each for no more than six (6) one-year terms, commencing at 12:00 A.M. on November 8, 2003 subject to the earlier termination of this Agreement. City shall provide Contractor with no less than sixty (60) days' prior written notice of its intention to exercise its option to secure the airport parking facilities management services from Contractor during any of these extension periods.

The City is extending the term of the Agreement for a one-year period from November 7, 2009 to October 31, 2010, inclusive (First Extension Term).

Contractor agrees to perform the Services set forth in the Agreement for one additional term from November 1, 2010 to October 31, 2011, inclusive (Second Extension Term).

Contractor agrees to perform the Services set forth in the Agreement for one additional term from November 1, 2011 to October 31, 2012, inclusive (Third Extension Term).

2. The first Paragraph of Section 8 of the Agreement is deleted in its entirety and replaced by the following:

8. COMPENSATION TO CONTRACTOR

In consideration of the Services rendered, and other obligations performed by Contractor under this Agreement, City agrees to pay to Contractor a management fee of 15.88% of Parking Fees collected during the First Extension Term of the Agreement.

Maximum compensation for Contractor's services, excluding compensation for additional staffing provided under Section 8.6 below, shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) for the First Extension Term.

First Extension Term – November 7, 2009 – October 31, 2010 (Revenue based on 7/07 – 6/08 Parking Fees)			
Under \$30 million	\$30 –40 million	\$40 – 50 million	Over \$50 million
15.88%	14.15%	14.00%	11.20%

For the Second Extension Term, City agrees to pay to Contractor a management fee of: (a) 18.12% of Parking Fees collected during the portion of the Second Extension Term in which the Parking Facilities require the staffing levels necessary until the new Parking Access and Revenue Control System (PARCS) is fully implemented, as determined by City, and (b) 15.92% of Parking Fees collected during the portion of the Second Extension Term after City has determined that the PARCS is sufficiently implemented and functional to reduce Contractor's staffing levels.

Maximum compensation for Contractor's services shall not exceed Four Million Five Hundred Thirty Thousand Dollars (\$4,530,000) for the Second Extension Term.

A. Second Extension Term – November 1, 2010 – October 31, 2011 (Prior to written notification by City to Contractor of full implementation of the PARCS)

18.12%

B. Second Extension Term – November 1, 2010 – October 31, 2011 (Upon written notification by City to Contractor of full implementation of the PARCS)

15.92%

For the Third Extension Term, City agrees to pay to Contractor a management fee of 15.49% of Parking Fees collected.

Maximum compensation for Contractor's services shall not exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000) for the Third Extension Term.

B. Third Extension Term – November 1, 2011 – October 31, 2012
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15.49%

For the purpose of calculating the compensation to Contractor, unless the Director otherwise indicates in writing, there shall be excluded from Parking Fees any and all federal, state, and local taxes now or hereafter imposed on any patron who uses the Parking Facilities, and all bank charges/discount fees related to credit card transactions

4. All of the terms and conditions of the amended Agreement not modified by this Fourth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

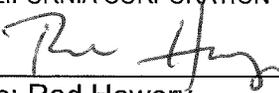
APPROVED AS TO FORM:

City of San José
a municipal corporation

Sandra Lee
Deputy City Attorney

By _____
Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

AMPCO SYSTEM PARKING, INC.
A CALIFORNIA CORPORATION

By 
Name: Rod Howery
Title: Regional Vice President
Date: 9-1-11

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	Agreement for Airport Parking Facilities Management Service Between the City of San Jose and Ampco System Parking
CONTRACTOR Name and Address:	Ampco System Parking 420 Taylor Street, Suite 400 San Francisco, CA 94102
DATE:	June 30, 2011

Pursuant to provisions of the Sixth Amendment to the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

Extension Term	3 of 3
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NEW OPTION TERM

Begin date:	November 1, 2011
End date:	October 31, 2012

CHANGES IN RATE OF COMPENSATION

For the Third Extension Term, City agrees to pay to Contractor a Management fee of 15.49% of Parking Fees collected.

MAXIMUM COMPENSATION for New Option Term:	\$4,800,000.00
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For the Third Extension term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE
a municipal corporation

By _____
Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

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