



AGENDA ITEM NO.	1 M
COUNCIL MEETING	1/4/2010
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

DATE: January 14, 2010

FROM: PATRICK WIEMILLER, Director
Public Works Department

BY: DEL ESTABROOKE, Parking Manager
Public Works/Parking Services Division

SUBJECT: AMEND THE PARKING PERMIT AGREEMENT WITH THE COUNTY OF FRESNO TO PROVIDE ADDITIONAL COUNTY EMPLOYEE PARKING IN CITY OF FRESNO PARKING FACILITIES AND EXTEND THE TERM.

RECOMMENDATION

Staff recommends approving the amendment to the parking agreement to provide County employee parking in city owned and operated parking facilities. The amendment increases the number of stalls available to the County at the existing agreed upon rate of \$30.00 per month per parking stall, and to extend the initial term by one year.

EXECUTIVE SUMMARY

The Parking Services Division provides parking spaces in the downtown area in metered stalls, garages and parking lots. The County of Fresno has requested that the City provide additional parking stalls for their employees in City parking facilities at the previously approved rate negotiated between both parties. The rate is \$30.00 per month per parking stall. The amendment of this agreement will provide an additional 100 parking stalls. The previous agreement provided 300 stalls in the Convention Center Garage and additional 150 stalls at another parking facility. The amendment brings the total of additional stalls available to 250 and spreads the parking stall allocations to any parking facility owned and operated by the City. The amendment extends the initial term by one year.

BACKGROUND

During the past two years Parking Services has passed several initiatives to provide more on street metered parking for customers doing business or visiting government offices downtown. There is an abundance of available parking for both customers and downtown employees in our parking garages and parking lots. The County has determined that they have a shortfall of parking stalls for their employees. They do not have their own facilities to provide parking for their employees. The County approached the City and requested we provide additional parking for their employees at the existing rate of \$30.00. The City provides 300 parking stalls, Monday through Friday, during the work day at the Convention Center Parking Garage. As needed an additional 150 parking stalls were provided in the Spiral Parking Garage. A recent change in leases on buildings the County has occupied has increased the need for additional parking. The contract has an initial term running through June 30, 2010. This amendment extends the initial term through June 30, 2011. As during the initial term, the extended current rate will be enforced. The contract also has the option for three one year extensions. Each extension will require a new negotiated rate.

REPORT TO THE CITY COUNCIL

**AMEND THE PARKING PERMIT AGREEMENT WITH THE COUNTY OF FRESNO TO PROVIDE
ADDITIONAL COUNTY EMPLOYEE PARKING IN CITY OF FRESNO PARKING FACILITIES AND
EXTEND THE TERM**

January 14, 2010

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KEY OBJECTIVE BALANCE

Amending this agreement best serves the key objective balance in Customer Satisfaction and Resource Management. Downtown parking customers would find more on street parking available due to the County employees parking in the garages and on surface lots. Regarding Resource Management, the City has increased their parking revenues by a minimum of \$100,000 annually. Another 100 county employees using the facilities could provide another \$36,000 in revenue.

FISCAL IMPACT

Approval of this amendment has the potential to generate another \$36,000 in revenue.

FIRST AMENDMENT TO PARKING PERMIT AGREEMENT

This First Amendment ("Amendment") made and entered into as of this 15th day of December, 2009, amends the Parking Permit Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY").

RECITALS

WHEREAS, CITY and COUNTY entered into a Parking Agreement, dated January 1, 2009 for CITY to provide COUNTY with parking spaces for COUNTY employees in the Convention Center Garage, which is owned by CITY, hereinafter referred to as "Agreement;" and

WHEREAS, COUNTY desires additional parking for its employees at various CITY owned parking facilities; and

WHEREAS, the initial term of the Agreement is due to expire on June 30, 2010; and

WHEREAS, the parties desire to extend the initial term of Agreement until June 30, 2011.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The initial term of the Agreement as set forth in Sections 1 and 5 thereof, is extended to June 30, 2011.
2. The first paragraph of Section 2 of the Agreement, beginning with the number "2." and ending on Page Two (2) with the word "Spaces" shall be deleted and the following inserted in its place:

"2. Number and Use of Parking Spaces. During the hours of 6:00 a.m. to 6:30 p.m., Monday through Friday, except Holidays (as designated in this Section 2), CITY will permit COUNTY to utilize 300 reserved parking spaces for employee parking in the Garage. CITY will locate the subject 300 parking spaces on the same floor within the Garage, subject to availability. COUNTY may utilize additional spaces, not to exceed 250 spaces, in the Garage or at any other parking facility, as managed and owned by CITY, as designated by CITY, and subject to availability, for employee parking. On the first of any month during the term of this Agreement, COUNTY may add employee parking spaces, provided COUNTY (i) gives CITY at least fourteen (14) calendar days prior written notice of the number of spaces required for the employee parking and the month such spaces will first be needed, and (ii) pays the monthly rate per additional space as provided in Section 5 of this Agreement. COUNTY may cancel its use of any such additional parking spaces (those exceeding the 300 reserved parking spaces) beginning on the first of any month during the term of this Agreement, provided COUNTY gives CITY at least fourteen (14) calendar days prior written notice of the number of spaces and the month such spaces will no longer be required by COUNTY. The total number of parking spaces utilized by COUNTY during the Term of this Agreement shall not exceed 550 parking spaces."

2. Except as otherwise provided herein, the Agreement entered into by CITY and COUNTY, dated January 1, 2009 remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Parking Permit Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a municipal corporation
By: _____
Andrew T. Souza
City Manager

REVIEWED & RECOMMENDED FOR
APPROVAL:
By: _____
Del Estabrooke
Public Works Parking Manager

Date: _____

APPROVED AS TO FORM:
James C. Sanchez, City Attorney

ATTEST:
Rebecca E. Klisch, City Clerk

By: _____
Deputy

By: _____
Deputy

APPROVED AS TO LEGAL FORM:
Kevin B. Briggs, ~~Internal~~ County Counsel

COUNTY OF FRESNO,
a political subdivision of the State of
California

By: James T. Smith
Deputy

By: Susan B. Anderson
Susan B. Anderson, Chairman
Board of Supervisors

RECOMMENDED FOR APPROVAL:
By: Arpi K. Apkarian
Arpi K. Apkarian, Acting Director of
General Services

Date: 12/15/09

ATTEST: Bernice E. Seidel, Clerk
Board of Supervisors

APPROVED AS TO ACCOUNTING
FORM: Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-
Tax Collector

By: Kevin McCreevy
Deputy

By: Allen E. Caley

Addresses:

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Public Works Department
Parking Manager
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General Services (L-272)
Arpi K. Apkarian
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