

**FIXED RATE PATRON PARKING AGREEMENT
BETWEEN THE CITY OF FRESNO
AND
CLUB ONE CASINO, INC.**

This Agreement is made and entered into effective the 1st day of July, 2009, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and CLUB ONE CASINO, INC., a California corporation (hereinafter referred to as "CLUB ONE").

WHEREAS, CITY owns the possessory interest in and has rate making authority over Public Underground Parking Garage No. 8 ("Garage No. 8"); and

WHEREAS, CLUB ONE patrons variously utilize Garage No. 8; and

WHEREAS, CLUB ONE has requested that CITY make available to its patrons parking on a fixed rate basis in lieu of otherwise applicable Master Fee Scheduled ("MFS") Rates; and

WHEREAS, CITY finds and determines based upon the underlying Staff Report and the record in this matter incorporated herein, that providing CLUB ONE with fixed rate parking upon the terms and conditions herein is in furtherance of the public interest and contributes to revitalization/reinvigoration of Fulton Mall and environs through increased workforce, customer and visitor activity and interest, reduction of physical blight/economic deterioration, an increase in private sector investment and related tax base expansion, all in furtherance of the Downtown Revitalization Plan; and

WHEREAS, CITY is agreeable to CLUB ONE patron parking in Garage No. 8 upon the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, CITY and CLUB ONE agree as follows:

Section 1.

CLUB ONE shall pay CITY in advance a monthly fee of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of which CLUB ONE may validate Garage No. 8 parking for its patrons as follows:

Not to exceed one hundred (100) parking stalls on any public (i.e. non-permit) parking level on an "as available and non-exclusive" basis in non-designated stalls during the period Monday through Friday 6AM-6PM.

For any and all validations exceeding the above 100 stalls during the period Monday through Friday 6AM-6PM, CLUB ONE shall pay CITY monthly upon invoice One Dollar per vehicle per day (\$1/vehicle/day.)

Except as provided in this Agreement, CLUB ONE and its patrons shall pay MFS rates for use of Garage No. 8.

Section 2.

This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30, 2010, subject to any earlier termination in accordance with this Agreement.

Section 3.

This Agreement may be terminated (i) by either party with or without cause following 30 days written notice of termination; (ii) by CITY in the public interest immediately upon written notice of termination; (iii) by CITY upon CLUB ONE's cessation of business immediately upon written notice of termination; or (iv) expiration of this Agreement.

Section 4.

CLUB ONE may assign its obligations under this Agreement provided that the assignee is capable of performing these obligations to the satisfaction of CITY.

Section 5.

The parties are acting in an independent capacity. Nothing in this Agreement evidences any employment, partnership, venture or equity share relationship.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied rights other than those set out herein.

Section 8.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

Section 9.

Monthly payments shall be due on the 1st day of each month and shall be late if not received by CITY by the 10th day of each month. Late payments shall be assessed an administrative late charge of 5% of the amount overdue.

Payments shall be remitted to the following address or at such other address as CITY may designate by written notice:

ACE Parking
2115 Kern Street #102
Fresno, CA 93721

Section 10.

CLUB ONE shall at any time during business hours, and as often as CITY may reasonably deem necessary, make available to CITY for examination and audit all of its records and data with respect to the matters covered by this Agreement for a period of three (3) years following expiration/earlier termination hereof.

Section 11.

CLUB ONE and its patrons shall at all times comply with all legal and regulatory requirements applicable to use of Garage No. 8.

Section 12.

This Agreement shall be subject to and subordinate to all third party covenants, restrictions, liens and/or encumbrances applicable to Garage No. 8 existing on the Effective Date hereof.

Section 13.

CLUB ONE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CLUB ONE or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CLUB ONE's obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

This section shall survive termination or expiration of this Agreement.

Section 14.

Throughout the life of this Agreement, CLUB ONE shall pay for and maintain in full force and effect all insurance as required in **Exhibit A** or as may be authorized, and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CLUB ONE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CLUB ONE shall not be deemed to release or diminish the liability of CLUB ONE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CLUB ONE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CLUB ONE, its principals, officers, agents or employees.

Upon request of CITY, CLUB ONE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Section 15.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

Section 16.

No waiver by CITY or the CLUB ONE of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision.

Section 17.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Section 18.

The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 19.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 20.

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

Section 21.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Casino
CLUB ONE, INC.
a California corporation

By: *Del Estabrooke*
Del Estabrooke
Public Works Parking Manager

By: *George Sarrantos*
Name: *Kyle A. Kirk Lang*

Title: *President*
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:
REBECCA E. KLISCH
City Clerk

By: *Elvira Sommerweide*
Deputy *(8/21/09)*

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: *Paul J. Hale* *7-16-09*
Deputy Date
Chief Assistant

Addresses:

CITY:
City of Fresno
Attention: Del Estabrooke,
Public Works Parking Manager
2600 Fresno Street
Fresno, CA 93721

CLUB ONE:
Club One Casino, Inc.
Attention: George Sarrantos
Owner
1033 Van Ness Avenue
Fresno, CA 93721

Attachments:

1. Exhibit A -Insurance Requirements

Exhibit A

**INSURANCE REQUIREMENTS
FIXED RATE PATRON PARKING AGREEMENT
BETWEEN THE CITY OF FRESNO
AND
CLUB ONE CASINO, INC.
Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, garagekeeper's liability, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

Minimum Limits of Insurance

CLUB ONE shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

Umbrella or Excess Insurance

In the event CLUB ONE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

CLUB ONE shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CLUB ONE shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CLUB ONE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CLUB ONE'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CLUB ONE and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CLUB ONE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CLUB ONE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Other Requirements

CLUB ONE'S owned or leased property or property in its care, custody and control, will be at the risk of the CLUB ONE only and the CITY will not be liable for any damage thereto or theft thereof. Further, CLUB ONE waives its right of recovery, and its insurers also waive their right of recovery, against CITY for loss of its owned or leased property or property in its care, custody and control. The phrase "owned or leased property or property in its care, custody and control" shall include, without limitation, tools, equipment, fixtures, materials and parts.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

CLUB ONE shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. The words "endeavor to" and "but the failure to do so shall impose no obligation upon the insurer, its agents or representatives" shall be deleted or eliminated from the Cancellation wording in the lower right hand corner of the certificate

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2009

PRODUCER (559) 432-0222
DiBuduo & DeFendis Insurance Brokers, LLC
License #0E02096
P.O. Box 5479
Fresno, CA 93755-5479

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Club One, Inc.
Club One Casino, Inc.
1033 Van Ness Avenue
Fresno, CA 93721

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Company	
INSURER B: CompWest Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

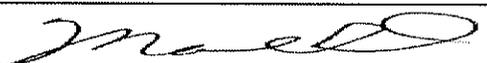
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6301097C256TCT08	11/15/2008	11/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 850,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA1097C25608	11/15/2008	11/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP1097C256TIL08	11/15/2008	11/15/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	CA005004390002	7/10/2009	7/10/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-Payment of Premium Applies.
 The City of Fresno is named as Additional Insured as respects Public Underground Parking Garage #8 per forms CG D2 47 08 05 and CA T3 01 02 99 attached.

CERTIFICATE HOLDER
 City of Fresno
 Attn: Del Estabrooke, Public Works Parking Manager
 2600 Fresno Street
 Fresno, CA 93721-

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

NAME OF PERSON(S) OR ORGANIZATION(S):

The City of Fresno, its officers, officials, employees, agents and volunteers

PROJECT/LOCATION OF COVERED OPERATIONS:

Public Underground Parking Garage #8, Fresno, CA

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contractor requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that

is available to the additional insured for loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a) After the signing and execution of the contract or agreement by you;
 - b) While that part of the contract or agreement is in effect; and
 - c) Before the end of the policy period.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
 2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.
-

Person or Organization

Address

The City of Fresno, its officers, officials,
Employees, agents and volunteers

2600 Fresno Street, Fresno, CA



AGENDA ITEM NO. 11
COUNCIL MEETING 8/20/09
APPROVED BY _____

August 20, 2009


DEPARTMENT DIRECTOR

CITY MANAGER 

FROM: PATRICK WIEMILLER, Director
Public Works Department

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

SUBJECT: APPROVE PARKING AGREEMENT BETWEEN THE CITY OF FRESNO AND CLUB ONE CASINO FOR PARKING IN UNDERGROUND PARKING GARAGE NO.8

KEY RESULT AREA

Customer Satisfaction and Resource Management

Presented to City Council
Date 8/20/09
Disposition Reapproved

RECOMMENDATION

It is recommended that the City Council authorize the Public Works Director or his designee to enter into a one year agreement, subject to approval as to form by the City Attorney's office, with Club One Casino for parking services at Garage No.8 at a fixed rate of \$6,000 per month for 100 parking spaces. The recommended agreement also requires Club One to pay \$1.00 per vehicle, per day for any Club One patron's vehicle over the 100 allotted spaces between the hours of 6am and 6pm.

EXECUTIVE SUMMARY

Parking Garage No. 8 is located under Van Ness Avenue between Tulare and Fresno streets and provides parking to various downtown business and public agencies. One of the businesses, Club One Casino, has procured parking privileges for its visitors at a fixed monthly rate of \$6,000 since August 2006. The City of Fresno has previously extended the terms of the parking agreement with Club One on an annual basis so the contract can be reviewed each year in context of the changing downtown landscape. Analysis over the past year has determined that Garage 8 still has the capacity to house Club One visitors, Holiday Inn guests, and the usual volume of monthly permit holders. This contract seeks continue the prior conditions of the agreement for a one year period. 100 stalls will be reserved for Club One guests at a flat \$6,000 per month rate, with each additional Club One patron's vehicle charged at a rate of \$1.00 per day during the hours of 6am to 6pm.

KEY OBJECTIVE BALANCE

The recommended agreement focuses on customer service and fiscal management, and shows the City's continued effort to support downtown businesses and their customers. The fixed rate allows

REPORT TO THE CITY COUNCIL
PARKING AGREEMENT BETWEEN THE CITY OF FRESNO AND CLUB ONE CASINO FOR PARKING
IN UNDERGROUND PARKING GARAGE NO.8
August 20, 2009
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Club One to continue providing free parking to their patrons while generating approximately \$70,000 in revenue for the Parking Division.

BACKGROUND

Since the 1990s, Club One had been using an unlimited number of spaces in Garage 8 at a rate of \$5,000 per month. In 2006, Council directed the Parking Division to renegotiate the Club One parking agreement with consideration to ongoing revitalization efforts downtown and other garage users including the Holiday Inn. The contract for 100 designated spaces per month at the \$6,000 rate plus \$1.00 each additional car during the 6am-6pm time period was enacted in 2006-2007, renewed in 2008-2009, and is viable for an additional 12 month period.

FISCAL IMPACT

The parking agreement generates \$70,000 annually. It should be noted that Club One pays to the City approximately \$1,200,000 annually to the City in the form of table tax. No other business entity pays this type of tax. Terms of the agreement are reviewed annually so changes can be made as needed.