

Project title: First Amendment to Parking Management Agreement with the Downtown Everett Association for management services at Everpark Garage.

Council Bill # *interoffice use*

Agenda dates requested:
11/27/2019

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
..... Yes No

Budget amendment:
..... Yes X No

PowerPoint presentation:
..... Yes X No

Attachments:
1. First Amendment
2. Management Agreement

Department(s) involved:
Administration, Legal,
Facilities

Contact person:
Mike Palacios

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Initialed by:

.....
Department head

.....
Administration

.....
Council President

Consideration: Management Agreement

Project: Amendment to Parking Management Agreement with Downtown Everett Association extending management services at Everpark Garage for a period of six months.

Partner/Supplier : Downtown Everett Association

Location: 2823 Hoyt Avenue

Preceding action: 2/1/2017 Approval of Parking Management Agreement with Downtown Everett Association for management services at Everpark Garage.

Fund: 430 – Everpark Garage

City Council Agenda Item Cover Sheet

Fiscal summary statement:

- The proposed First Amendment extending the management agreement with Downtown Everett Association would result in a total expenditure of \$109,645.80 to Fund 430 for the six-month term of the proposed Amendment as follows:
- January 2020 \$18,274.30
- February 2020 \$18,274.30
- March 2020 \$18,274.30
- April 2020 \$18,274.30
- May 2020 \$18,274.30
- June 2020 \$18,274.30

Project summary statement:

In February 2017, City Council authorized a three-year parking management agreement with the Downtown Everett Association (DEA) for the management and day to day operations of the Everpark Parking Garage located at 2823 Hoyt Avenue.

The attached First Amendment would extend the management agreement with DEA for an additional six months until June 30, 2020 with a management fee \$18,274.30 per month. This is an increase of 10% to the existing management fee of \$16,613.00 per month which has remained unchanged since July 2015. The increase is to cover increased staffing, maintenance, and operational costs.

It is anticipated that prior to the end of 2019, City staff will bring forward for council approval a request for proposals (RFP) to solicit proposals for future management services of the parking garage.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign First Amendment to Parking Management Agreement with the Downtown Everett Association for management services at Everpark Garage.

**AMENDMENT NO. 1
PARKING MANAGEMENT AGREEMENT
BETWEEN THE CITY OF EVERETT
AND DOWNTOWN EVERETT ASSOCIATION**

This Amendment No. 1 is dated for reference purposes December 31, 2019. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Downtown Everett Association (“Manager”).

RECITALS

A. The City and Service Provider are parties to the Parking Management Agreement dated December 30, 2016 (the “Agreement”). The Agreement concerns the Everpark Garage, a 500-car parking facility located in the 2800 block of Hoyt Avenue, Everett, Washington

B. The Agreement has a three-year term, ending December 31, 2019. The City and the Service Provider desire to amend the Agreement for the purpose of extending the term for six months, so that the Agreement ends June 30, 2020.

AGREEMENT

The City and Service Provider agree as follows:

1. Section 1 (Term) of the Agreement is deleted and replaced with the following:

The Manager shall provide services, work, improvements and equipment pursuant to this Agreement for the period commencing on January 1, 2017, and ending June 30, 2020.

2. The first sentence of Section 5.A (Manager’s Fee) of the Agreement is deleted and replaced with the following:

The Manager agrees to operate the garage and the City shall pay the Manager as full compensation for everything furnished and done under this Agreement a monthly payment in the amount of (i) \$16,613.00 for first three years of the term (January 1, 2016 to December 31, 2019) and (ii) \$18,274.30 for the last six months of the term (January 1, 2020 to June 30, 2020).

3. At the sole discretion of the City, the City may consent to the Manager’s signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Manager signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.
4. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

DOWNTOWN EVERETT ASSOCIATION

By: _____
Cassie Franklin, Mayor

Date

Signature: _____
Typed/Printed Name: _____
Title: _____

Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

**STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY**