

Project title: Authorize the Mayor to Sign Amendment #1, Parking Management Services Agreement with the Downtown Everett Association

Council Bill #**Agenda dates requested:**

September 8, 2021

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Amendment #1

Department(s) involved:

Purchasing & Real Property

Contact person:

Theresa Bauccio-Teschlog

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Initialed by:

ST
Department head

Administration

Council President

Project: Parking Management Services for Everpark Garage

Partner/Supplier: Downtown Everett Association

Location: 2801 Hoyt Avenue

Preceding action: Authorization to Release the Request for Proposal 1/15/20
Award RFP #2019-124 Parking Management Services - Everpark
Garage 6/3/20

Fund: 430 (Everpark Garage)

Fiscal summary statement:

In June 2020, City Council awarded a contract to the Downtown Everett Association to manage the Everpark Garage with a monthly management fee of \$18,274.30.

Contract Amendment #1 continues the monthly management fee of \$18,274.30 until either automation occurs, after which the monthly management fee would reduce to \$13,038 per month, or until June 30, 2022.

Staff anticipates that the automation of the garage will be complete prior to June 30, 2022.

Project summary statement:

City of Everett Ordinance No. 849-82 requires that the Everpark Garage be operated through a management agreement with a private operator to serve civic center purposes for the benefit of the general public. The Downtown Everett Association (DEA) has been the City's agent in managing the Everpark Garage for more than a decade.

The current contract anticipated that garage automation would occur prior to June 2021. Amendment #1 extends that period to June 2022. Staff is currently in the process of choosing an automation system and expects that the garage will be fully automated prior to June 2022.

Recommendation (exact action requested of Council):

Authorize the Mayor to Sign Amendment #1, Parking Management Services Agreement with the Downtown Everett Association



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

This Amendment No. 1 is dated for reference purposes September 1, 2021. 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 (“Service Provider”).

RECITALS

A. The City and Service Provider are parties to the Parking Management Services Agreement dated June 16, 2021 (the “Agreement”).

B. The City and the Service Provider desire to amend the Agreement for the purpose of adjusting the compensation because of changes to the schedule regarding when the City will automate the Everpark Garage. At the time of the Agreement, such automation was to occur before June 30, 2021. That automation is now to occur sometime between the date of this Amendment and June 30, 2022.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified to revise Section 4.B in its entirety to read as follows:

Definition of Management Fee. The “*Management Fee*” is as follows:

Contract Year	Management Fee
Contract Year One July 1, 2020 to June 30, 2021	\$18,274.30 per month
Contract Year Two July 1, 2021 to June 30, 2022	\$18,274.30 per month until automation occurs. As set forth in the RFP, the City intends to automate the Everpark Garage, which is anticipated to occur during Contract Year Two. Effective on automation, the Management Fee becomes \$12,658 per month. If automation occurs mid-month, that month will be prorated.
Contract Year Three July 1, 2022 to June 30, 2023	\$13,038 per month

2. To the extent that Management Fee payments to Service Provider during Contract Year Two have been less than the amounts required under Agreement Section 4.B as amended in this Amendment, the City will true-up and pay such total difference within 30 days after the full execution of this Amendment.
3. This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider 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

Signature: Liz Stenning
Typed/Printed Name: Liz Stenning
Title: Executive Director

Date

8/12/2021

Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

