

FIRST AMENDMENT TO PARKING PERMIT AGREEMENT

This First Amendment (Amendment) made and entered into as of this 12th day of December 2023, 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). CITY and COUNTY are sometimes referred to as the Parties.

RECITALS

CITY and COUNTY entered into a Parking Agreement, effective January 1, 2018, for CITY to provide COUNTY with parking spaces for COUNTY employees at a minimum of 50 stalls in the Convention Center Parking Garage located at 707 O Street and up to 550 additional spaces at various City of Fresno Parking Facilities, which are owned by CITY, (Agreement);

The initial term of the Agreement expired on December 31, 2022;

COUNTY submitted and signed the first of two five-year extensions permitted by the Agreement on September 16, 2022;

COUNTY would like to increase its maximum parking spaces from 600 to 1550 parking spaces at various City of Fresno Parking Facilities;

COUNTY desires continued parking for its employees at various CITY owned parking facilities listed below:

- Congo Alley/Garage 4 located at 1919 Tulare Street
- Convention Center Garage located at 707 O Street
- Spiral/Garage 7 located at 801 Van Ness Avenue

COUNTY desires to add parking at the Underground/Garage 8 located at 1077 Van Ness Avenue.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties agree that the Agreement be amended as follows:

1. COUNTY agrees to pay CITY \$70.00 per parking permit per month for the term of this Amendment. The total amount due each month shall be paid in full no later than the 1st of each month.

2. COUNTY shall pay CITY \$108,500 per month for the use of CITY's parking stalls.

3. "Parking Facilities" as defined in the Agreement is revised to include Underground/Garage 8 located at 1077 Van Ness Avenue

4. Section 5(a) (Parking Spaces) of the Agreement is deleted in its entirety and replaced with the following:

“5a. Parking Spaces. For purposes of this Agreement, Licensee is granted use of a maximum of 1550 “as-is” parking spaces for monthly parking by Permittees in the Parking Facilities as designated below:

- i. Convention Center Parking Garage. Non-exclusive use of a maximum of 1100 non-reserved “as-is” parking spaces; and
- ii. Parking Garage No. 4. Non-exclusive use of a maximum of 200 non-reserved “as-is” parking spaces; and
- iii. Parking Garage No. 7 Non-exclusive use of a maximum of 150 non-reserved “as-is” parking spaces; and
- iv. Parking Garage No. 8 Non-exclusive use of a maximum of 100 non-reserved “as-is” parking spaces.”

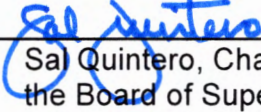
5. Section 25 is added to the Agreement as follows: Indemnification. To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs 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, Licensee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of this Agreement. Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

6. Except as otherwise provided herein, the Agreement entered into by CITY and COUNTY, dated January 1, 2018, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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


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

By: 
Sal Quintero, Chairman of
the Board of Supervisors of
the County of Fresno

Date: 12-12-2023

ATTEST:

Bernice E. Siedel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:

Org No.: 8935

Account No.: 7340

Fund No.: 1045

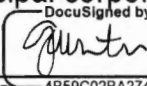
Subclass No.: 10000

Addresses:

COUNTY:

County of Fresno
General Services (L-272)
2220 Tulare Street, 21st Floor
Fresno, CA 93721-2120
Phone: (559) 488-1721
FAX: (559) 488-1988

CITY OF FRESNO,
a municipal corporation

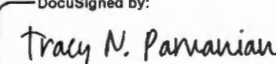
By: 
Georgeanne A. White
City Manager

Date: _____

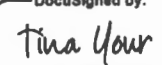
REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
Melissa Almaguer Date
Parking Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: 
Tracy N. Parvavian Date
Supervising Deputy City Attorney

ATTEST:
Todd Stermer, CMC
City Clerk

By:  12/6/2023
Deputy Date

CITY:

City of Fresno
Parking Manager
2600 Fresno Street Room 4019
Fresno, CA 93721-3623
Phone: (559) 621-8796