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OAKLAND  
2009 MAR 11 PM 5:50

APPROVED AS TO FORM AND LEGALITY:  
  
ORA AGENCY COUNSEL

REDEVELOPMENT AGENCY  
OF THE CITY OF OAKLAND

2009 - 0038

RESOLUTION NO. \_\_\_\_\_ C.M.S.

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**AGENCY RESOLUTION AUTHORIZING A TWO-YEAR  
AGREEMENT WITH PACIFIC PARK MANAGEMENT, INC., FOR  
MANAGEMENT OF THE FRANKLIN 88 PUBLIC PARKING  
GARAGE AT 9<sup>TH</sup> & FRANKLIN STREETS IN DOWNTOWN  
OAKLAND**

**WHEREAS**, the Redevelopment Agency owns a condominium interest in portions of the basement, first and second levels of the Franklin 88 development at the northwest corner of Franklin and 9<sup>th</sup> Streets containing 135 public parking spaces; and

**WHEREAS**, in November 2008, the Agency and the Arioso Homeowners Association (“HOA”) jointly issued a Request for Proposals (“RFP”) to 20 parking management firms soliciting a potential new manager for the Agency public parking garage and the residential parking garage who might improve the financial performance of the parking operations for the benefit of the Agency and the HOA; and

**WHEREAS**, five parking management firms responded to the RFP, three of which were determined to have submitted responsive proposals; and

**WHEREAS**, Pacific Park Management, Inc. (“PPM”) submitted the compensation arrangement that was most favorable to the Agency and the HOA; and

**WHEREAS**, the Agency wishes to enter into an agreement with PPM to operate the public parking garage at the Franklin 88 project; and

**WHEREAS**, the Agency finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

**RESOLVED:** That the Agency Administrator is hereby authorized to negotiate and enter into an extendable two-year agreement (“Agreement”) with PPM for management of the public parking garage at the Franklin 88 project under the following minimum terms:

1. PPM will pay the Agency \$3,300 per month plus 10 percent of annual gross revenue from the public parking operations between \$237,000 and \$275,000, and 20 percent of annual gross revenue from the Parking Operation in excess of \$275,000.
2. PPM will be responsible for paying all expenses of the parking operations that exceed gross revenue from the parking operations and a \$1,500 monthly maximum contribution from the HOA.
3. The Agency and HOA will be responsible for paying for capital improvements and repairs to their respective parking parcels in the project according to the terms of the Reciprocal Easement Agreement.
4. PPM will retain all net profit from the public parking operation after all payments described in term number one above have been remitted to the Agency.
5. PPM will hire Oakland residents to provide all valet attendant services in the public parking operation of the Franklin 88 Garage that cannot be provided by PPM's current workforce. If PPM chooses to transfer staff members to the Franklin 88 garage from other parking facilities that it manages, then PPM will hire Oakland residents to replace staff members who are transferred from any of those other facilities to the Franklin 88.

and be it

**FURTHER RESOLVED:** That all payments received by the Agency under the Agreement shall be deposited into the Chinatown Parking Lot Fund (9515), Capital Improvement Projects – Economic Development Organization (94800), 9<sup>th</sup> and Franklin Block Project (P126410), and shall be used to fund a capital improvement and repair reserve for the Agency public parking garage; and be it

**FURTHER RESOLVED:** That the Agency Administrator or his designee is authorized to take whatever action is necessary with respect to the Agreement consistent with this Resolution and its basic purposes, including extension of the Agreement after its initial term for up to one additional year; and be it

**FURTHER RESOLVED:** That the Agency Administrator will return to the Agency for authorization to execute an agreement with any other company to manage the Franklin 88 Garage in the event that the Agency Administrator is not able to execute the Agreement with PPM, or it is terminated by either the Agency or PPM prior to the end of its term including any extension as provided above; and be it

**FURTHER RESOLVED:** That the Agreement authorized hereunder, including amendments, modifications, or extensions, shall be approved as to form and legality by Agency Counsel and filed with the Agency Secretary.

IN AGENCY, OAKLAND, CALIFORNIA, MAR 31 2009, 2009


**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND  
CHAIRPERSON BRUNNER - 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:   
LATONDA SIMMONS  
Secretary of the Redevelopment Agency  
of the City of Oakland