

17. Defense and Indemnity.

USST has committed to provide the City with comprehensive defense and indemnity protections. The parties have heretofore attempted to reach agreement on defense and indemnity provisions derived from the BLT Service Agreement, but could not finalize the language prior to submitting this Agreement to the City Council for approval. The parties intend to continue to work on the language in the event the City Council approves of this Agreement. Accordingly, within sixty (60) days of execution of this Agreement, the City Manager's Office and USST shall agree to specific defense and indemnity provisions for the Final Agreement that will provide the same level of defense and indemnity as provided for in the BLT Service Agreement ("Defense and Indemnity Provisions"). The form of Defense and Indemnity Provisions must be approved by the City Attorney's Office. If so approved by USST, City Manager and City Attorney, the Defense and Indemnity Provisions may be memorialized in a letter agreement between the parties, provided that said provisions shall be subject to approval by the Sacramento City Council at the time they consider the Final Agreement. The City Manager's Office will recommend approval of any agreed upon Defense and Indemnity Provisions to the Sacramento City Council as part of the Final Agreement.

Failure of the City Manager's Office and USST to agree to Defense and Indemnity Provisions within sixty (60) days of execution of this Agreement will result in termination of this Agreement.