



## City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 6/26/2012

**Report Type:** Consent

**Title: Supplemental Agreement: Parking Agreement: Department of Justice**

**Report ID:** 2012-00557

**Location:** Memorial Garage at 14th & H Streets, District 4

**Recommendation:** Pass a motion authorizing the City Pass a Motion authorizing the City Manager to execute Supplemental No. 2 to to City Agreement 2002-0128 with the State of California, Department of Justice, for 250 monthly parking permits at Memorial Garage. The proposed amendment will extend the agreement five years for an amount not to exceed \$6,543,322.

**Contact:** Matt Eierman, Operations General Supervisor, (916) 808-0074; Howard Chan, Parking Services Manager, (916) 808-7488; Department of Transportation

**Presenter:** None

**Department:** Transportation Department

**Division:** Off-Street Parking Admin

**Dept ID:** 15001211

### **Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Agreement

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### **City Attorney Review**

Approved as to Form  
 Gerald Hicks  
 6/19/2012 12:53:31 PM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
 Russell Fehr  
 6/11/2012 9:56:42 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 6/15/2012 8:14:03 AM



## Description/Analysis

**Issue:** In June 2002, the State of California and the City of Sacramento entered into a five-year parking agreement for up to 250 monthly parking permits for use at Memorial Garage. The agreement, City Agreement 2002-128, included a five-year extended term option that the City exercised in 2007.

The Department of Justice and the City desire to extend the agreement an additional five years and have agreed to terms to amend the parking agreement, extending the term to May 31, 2017.

**Policy Considerations:** This recommendation is consistent with the City's strategic plan and the goals of the City Council to achieve sustainability and enhance livability, and to expand economic development throughout the City.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The project is exempt from CEQA under CEQA Guideline 15301 as it is for the operation of an existing public structure with negligible or no expansion of use.

**Sustainability Considerations:** None

**Other:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** The current parking agreement with the State of California, Department of Justice allows it to purchase up to 250 monthly parking permits for use at Memorial Garage, located at 14<sup>th</sup> and H Streets. The proposed amendment will extend the parking agreement five more years until May 31, 2017.

**Financial Considerations:** Upon the commencement of this amendment, the Department of Justice will pay \$162 per month for each parking pass. At this monthly rate, the total revenue collected during the amended term will be up to \$2,430,000. All revenue will be deposited in the Parking Fund (6004).

**Emerging Small Business Development (ESBD):** Not applicable.

## **Background Information**

In 2002 the State of California, Department of Justice and the City of Sacramento entered into a parking agreement for up to 250 monthly parking permits at Memorial Garage located at 14<sup>th</sup> and H Streets. The term of the agreement was for five years with an option of an additional five years. In 2007, the Department of Justice exercised the five-year extended term option.

The State and the City desire to extend the original parking agreement an additional five years, expiring May 31, 2017.

At the commencement of the proposed amendment, the Department of Justice will be billed \$162 per month for each parking passed. At this monthly rate, the total revenue collected during the amended term will be up to \$2,430,000. All revenue will be deposited in the Parking Fund (6004).



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213A (Rev 06/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_1\_\_\_ Pages

AGREEMENT NUMBER 01-6053	AMENDMENT NUMBER 02
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**DEPARTMENT OF JUSTICE**

CONTRACTOR'S NAME

**THE CITY OF SACRAMENTO**

2. The term of this Agreement is: June 1, 2002 through May 31, 2017

3. The maximum amount of this Agreement is: \$ 6,543,322.00  
(Six Million, Five Hundred Forty-three Thousand, Three Hundred and Twenty-two Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- This Amendment is **effective as of May 31, 2012.**
- **Amend the Agreement as outlined on page 2 of 2 (attached).**
- All other terms and conditions shall remain the same.

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**THE CITY OF SACRAMENTO**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

*for* **JOHN F. SHIREY, City Manager**

ADDRESS

921 10 Street, 1st. Floor  
Sacramento, CA 95814

**STATE OF CALIFORNIA**

AGENCY NAME

**DEPARTMENT OF JUSTICE**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**STEPHEN F. NAPOLILLO, Manager, Contracts Unit**

ADDRESS

1300 I Street, Suite 820  
Sacramento, CA 95814

*California Department of General Services Use Only*

Exempt per:

**APPROVED AS TO FORM:**

*Donald C. Hicks*  
**CITY ATTORNEY**

**Amend the Agreement (09-6053 and Amendment 1) to do the following:**

- **Extend the contract by five years for a new end date of May 31, 2017.**
- **Update Exhibit C\* to GTC-610.**
- **Change the DOJ Project Representative to Michelle Martino, Ph. (916) 324-5123.**
- **Exhibit D, Number 18 (Page 5 of 5) is updated for the new GTC-610 as follows:**
  - **Change Paragraph 16 to read “Child Support Compliance Act is stricken as not applicable.”**
  - **Delete “Paragraph 21. Child support Compliance Act is stricken as not applicable.”**
  - **Add “Paragraph 18. Priority Hiring Considerations is stricken as not applicable.”**
  - **Add “Paragraph 19. Small Business Participation and DVBE Participation Reporting Requirements is stricken as not applicable.”**
  - **Add “Paragraph 20. Loss Leader is stricken as not applicable.”**
- **All other terms and conditions shall remain the same.**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)