

Meeting Date: 5/3/2016

Report Type: Consent

Report ID: 2016-00423

Title: Parking Meter Sensor Procurement for SPOTzone (Published for 10-Day Review 04/21/2016)

Location: Districts 3 and 4

Recommendation: Pass a Motion 1) authorizing the City Manager or his designee to execute a contract supplement to City Agreement No. C2013-1069 with IPS Group, Inc. for the purchase of 4,500 parking meter sensors with no increase in the current contract amount of \$4,120,925; and 2) authorizing the Interim City Treasurer to execute an amendment to Schedule of Property No. 18 to Master Equipment Lease/Purchase Agreement.

Contact: Mike King, Program Specialist, (916) 808-1172; Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A (Contract Supplement)

4-Exhibit B (Amendment No. 1 to Capital Lease)

City Attorney Review

Approved as to Form

Gerald Hicks

4/14/2016 4:04:32 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/7/2016 4:11:55 PM

Description/Analysis

Issue: On November 11, 2013 City Council approved the purchase of up to 6,000 single-space parking meters from IPS Group, Inc. for a not-to-exceed amount of \$4,076,625. To date, approximately 4,500 parking meters have been purchased and installed.

On March 22, 2016 City Council approved the tiered-based parking meter program called SPOTzone. One of the essential components for the implementation of SPOTzone is the installation of parking meter sensors that can detect the presence of a vehicle in a parking space. These sensors integrate directly with existing parking meters to provide real-time occupancy data.

Policy Considerations: This recommendation is consistent with:

1. The 2006 *Central City Parking Master Plan* goals to use time limits, rates and enforcement to efficiently manage parking supply.
2. The 2014 *City of Sacramento Selected Parking Assets, Parking System Assessment*.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed action is not a “project” as it involves governmental fiscal activities that are exempt from environmental review under Section 15378(b)(4) of the California Environmental Quality Act Guidelines.

Sustainability Considerations: This action supports the City of Sacramento’s sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The SPOTzone program allows customers to park in a metered space beyond the posted time limit by paying a tiered rate. To implement the program, sensors need to be installed on parking meters. The new sensors will capture occupancy data for reporting purposes, in addition to detecting when a vehicle enters and exits a metered space to facilitate the tier-based pricing structure.

Of the 6,000 parking meters previously approved for purchase from IPS Group, Inc., approximately 4,500 have been purchased and installed. Staff recommends redirecting the remaining funds for the purchase of the parking sensors that are required for SPOTzone implementation. Remaining funds will be used for the purchase of spare parking meters. Sufficient funds are available in the Parking Services Division operating budget (Fund 1001) if there is a future need for more parking meters.

Financial Considerations: The original not-to-exceed amount for the purchase of up to 6,000 parking meters from IPS Group, Inc. was \$4,076,625. A supplement to the contract was executed to add mobile payment services, increasing the not-to-exceed amount \$44,300 to \$4,120,925. Approximately 4,500 meters were purchased and installed leaving approximately \$1,785,000 of unspent funds remaining on the contract. The agreement to purchase 4,500 parking sensors will not exceed \$1,232,262.

Schedule of Property No 18 to the Master Equipment Lease/Purchase Agreement will be amended to approve the redirection of funds from the purchase of parking meters to the purchase of parking sensors.

Local Business Enterprise (LBE): There are no LBE considerations associated with the requested action.

Background Information

On August 9, 2012, City Council passed a motion directing staff to pursue parking modernization through technology/rate enhancements, expansion, and legislation. Staff's report to Council at that meeting described technology enhancements, including an upgrade of the on-street parking meters. The newest generation of single-space parking meters accepts credit cards, allows pay-by-phone, and other non-coin payments; provides up-to-the-minute payment/usage information; supports texting to alert customers to expiring time; allows rate and configuration updates to be made remotely; uses solar power; and can be equipped with vehicle detection sensors. New single-space meters will provide real-time parking statistics, one of the first steps in parking modernization.

On November 12, 2013, City Council approved a contract with IPS Group, Inc. for the purchase of up to 6,000 new generation smart parking meters. To date, approximately 4,500 of the new meters have been installed throughout the city. The cost of the new meters was \$4,076,625.

On November 10, 2015, City Council approved a pilot of a dynamic pricing model called SPOTzone. Under this program motorists have the option to extend their parking session by utilizing a three-tiered pricing model. Tier 1 pricing is the base hourly rate. Tier 2 will equal to the average City-owned garage hourly rate. Tier 3 pricing is 25 percent above the Tier 2 rate.

CONTRACT SUPPLEMENT (Nonprofessional Services)

Project Title and Job Number: Parking Meter Procurement (PN:15001531)
Purchase Order #:N/A

Date: 04/26/16
Contract Supplement No.: C2013-1069-3

The City of Sacramento ("City") and IPS Group, Inc., 5601 Oberlin Drive, Suite 100, San Diego, CA 92121 ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2013-1069, including any prior contract supplements modifying said agreement (said agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Attachment 1 to Exhibit A is amended as follows:

CONTRACTOR shall, for a period of five years commencing on the effective date of this agreement, with optional one-year extensions (up to five):

- Deliver, initially, approximately 4,500 single-space electronic "smart" parking meters, on a schedule mutually agreed between CONTRACTOR and CITY.
- Deliver and install approximately 4,500 parking meter dome-mount sensors on parking meters, as directed by City.

2. The following technical specifications are added to Attachment 1 to Exhibit A:

Contractor shall provide Vehicle Detection Sensors that shall reliably detect the presence or absence of a vehicle in a parking space.

The sensors shall:

- Provide greater than 95% average accuracy in detecting when the occupancy status of a parking space has changed due to the presence or absence of a motor vehicle that is parked within the delineated boundaries of the parking space
- Be integrated directly into the meter dome, requiring only replacement of meter dome on current meters
- Provide easy access for maintenance and/or replacement
- Be remotely configurable for any parking environment
- Have a wireless connection to Contractor meter via cellular network already utilized by meters, requiring no additional infrastructure
- Utilize Contractor's back office system as a common data repository
- Allow City to cause meters to be reset ("zeroed out") upon departure of a vehicle from a parking space
- Allow City to implement a tiered rate system based on length of stay at a meter

Contractor shall provide a method for City to obtain a real-time data feed of sensor data, in "push" or "query" mode, as directed by City IT staff. Information regarding a specific event (arrival or departure of a vehicle) shall be reported within 60 seconds. Information delivered shall include the parking space identifier (such as "Pole ID") and date and time, to the second, that the sensor determined the state change of the parking session was complete.

2. The maximum not-to-exceed amount that is specified in Exhibit B of the Agreement, amended by Contract Supplement No. C2013-1069-2, for payment of Contractor's fees and expenses, is unchanged.

Not-to-exceed amount prior to this contract supplement:	4,120,925.00
Increase by this contract supplement:	-0-
New not-to exceed amount including all contract supplements:	4,120,925.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

- 4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

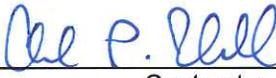
Approved By:

Project Manager

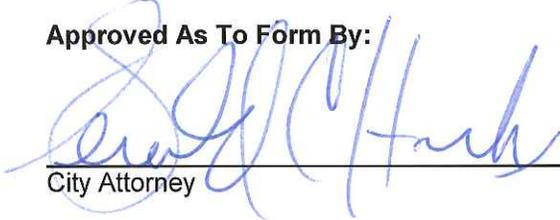
City of Sacramento

Approved By:

Approved As To Form By:



Contractor



City Attorney

Attested To By:

City Clerk

Bank of America

Amendment Number 2 to Schedule of Property No. 18
dated December 5, 2013 to Master Equipment Lease/Purchase
Agreement dated as of March 16, 2004

This Amendment, made this 29th day of February, 2016 to Schedule of Property No. 18 dated December 5, 2013 to Master Equipment Lease/Purchase Agreement dated March 16, 2004 ("Agreement") between Banc of America Public Capital Corp ("Lessor") and City of Sacramento ("Lessee")

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The reference to "Single Space Parking Meters including Smart Phone Application and Solar Technology and AutoVu License Plate Recognition Equipment and Technology" in Section 2 of Schedule of Property No. 18 is hereby deleted and replaced with "Single Space Parking Meters including Smart Phone Application and Solar Technology and AutoVu License Plate Recognition Equipment and Technology and IPS Dome-Mount Vehicle Detection Sensors".
2. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Banc of America Public Capital Corp (Lessor)

City of Sacramento (Lessee)

By:  _____

By: _____

Printed Name: ~~Terri J. Preston~~ _____

Printed Name: _____

Title: ~~Authorized Agent~~ _____

Title: _____