

**Meeting Date:** 8/4/2016

**Report Type:** Consent

**Report ID:** 2016-00652

**Title: Agreements: County of Sacramento Parking Access and Revenue Control System**

**Location:** 725 7th Street, District 4

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to: 1) execute a supplement to City Agreement 2015-1775 with Amano McGann, Inc. for a not-to-exceed amount of \$522,525 for the purchase of a parking access and revenue control system ("PARCS") to be installed at the County of Sacramento parking garage located at 725 7th Street; 2) execute an Inter-Agency Project Agreement with the County of Sacramento; 3) execute an assignment and assumption agreement with the County of Sacramento, assigning the City's supplement with Amano McGann, Inc. to the County of Sacramento; and 4) execute a contract with the County of Sacramento for the provision of network hosting services for the County's new PARCS.

**Contact:** Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Off-Street Parking Admin

**Dept ID:** 15001211

**Attachments:**

- 1-Description/Analysis
- 2-Exhibit A - Amano Supplement No. 2
- 3-Exhibit B - Inter-Agency Project Agreement
- 4-Exhibit C - Assignment and Assumption Agreement
- 5-Exhibit D - County PARCS Network Hosting Agreement

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
7/2/2016 12:04:44 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 6/6/2016 9:40:47 AM

## Description/Analysis

**Issue:** In October 2015, the City of Sacramento entered into contract with Amano McGann, Inc. (“Amano”) to replace the aging parking access and revenue control system (“PARCS”) throughout its parking facilities. The new PARCS is scheduled to be installed and operational in time for the opening of the new Golden 1 Center in October. In an effort to increase the supply of convenient parking and reduce congestion, City staff has reached an agreement with the County of Sacramento to upgrade and integrate their 633 space public parking garage located at 725 7<sup>th</sup> Street with the City’s parking system. The County would like to replace the existing PARCS at the County’s lot with the same equipment the City is installing throughout its facilities and operate it through the City’s data center. This will help to create a larger, more consistent parking system downtown. To achieve this in time for the Golden 1 Center opening, the City and County have determined they will need to enter into an inter-agency project agreement, under which the City will initially enter into contract with Amano to purchase the County’s PARCS, then assign this contract to the County, allowing the County to pay Amano directly for the new PARCS. The City will enter into a separate agreement with the County to provide ongoing network and technical support for hosting its PARCS.

**Policy Considerations:** This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive, and convenient.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The agreement involves continuing administrative activities of the City and is not considered a project under the California Environmental Quality Act (CEQA). No direct or indirect physical changes in the environment would occur, and CEQA review is not required. CEQA Guidelines section 15378(b)(5); 15060(c)(3).

**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 Golden 1 Center is expected to open in October 2016. It will host over 200 events throughout the year. By partnering with the County to install a new PARCS from Amano at the County’s 725 7<sup>th</sup> Street parking garage, the City will be able to add to the supply of convenient parking near the Golden 1 Center. Entering into an inter-agency project agreement will allow the County to benefit from the discounted pricing in the City’s contract with Amano and significantly expedite the installation of the new PARCS. The County’s new PARCS will match the City’s new system. Routing it

through the City's datacenter will reduce costs for both parties and provide a more cohesive parking experience for customers.

**Financial Considerations:** This is a zero-cost project for the City. The City will execute a supplement to its contract with Amano in order to purchase the County's new PARCS, then the City will immediately assign the supplement to the County allowing the County to make all payments to Amano.

The County will pay the City \$56,400 annually for connecting its PARCS to the City's datacenter.

**Local Business Enterprise (LBE):** Not applicable.



Requires Council Approval:  No  YES Meeting: 8/4/16

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Supplement No.: 2, Original Doc Number: 2015-1775, Other Party: Amano McGann, Inc., Project Name: County PARCS Procurement, Deed: None, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Public Works, Division: Parking Services, Project Mgr, Supervisor, Contract Services: Paul Sheridan, Date, Section Manager, Phone Number: 808-6817, Division Manager: Matt Eierman, Comment, Org Number.

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Contract Services, Project Manager, Supervisor, Section Manager, Division Manager.

City Attorney Signature or Initial Date, City Attorney (MC: 09300): [Signature] 7/28/2016, Send Interoffice Mail, Notify for Pick Up

Authorization Signature or Initial Date, Department Director, Jerry Way, City Manager (MC 09200): Yes No, City Clerk (MC: 09400):

For City Clerk Processing Finalized: Initial, Date, Imaged: Initial, Date, Received: (City Clerk Stamp Here)

## CONTRACT SUPPLEMENT (Nonprofessional Services)

**Project Title and Job Number:** PARCS Procurement (PN: 15001211)  
**Purchase Order #:** N/A

**Date:** 07/26/16  
**Contract Supplement No.:** C2015-1775-2

The City of Sacramento ("City") and Amano McGann, Inc., 2699 Patton Road, Roseville, MN 55113-1127 ("Contractor"), are parties to a Nonprofessional Services Agreement designated as City Agreement Number C2015-1775, including any prior contract supplements modifying said agreement (the agreement and contract supplements are collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

### BACKGROUND

- A. The County of Sacramento wants to purchase and install a parking access and revenue control system ("PARCS") from Contractor. The new PARCS will be installed in the County parking garage located at 725 7<sup>th</sup> Street, in Sacramento, California.
- B. The City and County of Sacramento have entered into an Interagency Project Agreement under which the City will enter into this supplement with Contractor to purchase the County's PARCS. The City will then assign all its rights and responsibilities in this supplement to County at which point all contractual obligations for the County's PARCS purchase and installation will be between the County and Contractor.

1. The scope of Services specified in Exhibit A, Section 2 is amended as follows:
  - a. See Attachment 1 to Exhibit A.
  - b. Each County garage will require connectivity through the City of Sacramento's fiber network. Amano will provide communications and network connections only and terminate to a switch in a network closet in each garage. Amano will provide a City-approved switch and all intra-facility connectivity and equipment within the County facility as proposed. The County will coordinate with the City to implement the required connections to the City's fiber network.
  - c. The City will host the Amano software required to operate the County parking access and revenue control system (PARCS) on the City of Sacramento VMWare environment and will make the Amano Software continuously available over the City supplied fiber to the County facility in order for the County system to operate as proposed.
  - d. The City of Sacramento is providing all back-office support for the County facilities. In addition to the PARCS system head-end, the City will provide a Command Center (monitoring and response to voice intercoms and video cameras), online parking sales and inventory assistance, credential verification, dynamic messaging support, reporting, and a path for credit card processing (although not the credit card gateway). The County will be responsible for paying directly to the City of Sacramento all costs related to the above-mentioned services and any other services that are provided directly by the City.
  - e. For this contract supplement, liquidated damages for delayed completion are set at \$100 per day, with a \$5,000 cap, with a work period of 180 days from Notice to Proceed. If Contractor is delayed due to causes outside of Contractor control, including but not limited to delay in any City/County approvals or delay in completion of any City/County scope of Services, Contractor shall notify City/County and the work period shall be increased by one day for every day that Contractor is delayed.
  - f. Contractor shall submit invoices per the terms of Exhibit B, using the following schedule: Project Mobilization Deposit – 15%; Progress Payments for System Implementation – 80%; and Final Acceptance Test passed – 5%.
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$522,525.01 (County Work) and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	5,752,963.00
Net change by previous contract supplements:	1,190.31
Not-to-exceed amount prior to this contract supplement:	5,754,153.31
<b>Increase</b> by this contract supplement:	522,525.01
New not-to exceed amount including all contract supplements:	6,276,678.32

Contractor will enter into a separate agreement with the County of Sacramento for recurring annual fees for Contractor provided cloud services licensing as well as third-party licensing fees that are required upon startup of the new PARCS.

**CONTRACT SUPPLEMENT  
(Nonprofessional Services)**

3. After execution of this Contract Supplement, City shall assign all its right, duties and obligations for the County Work under this Contract Supplement to County.
4. Contractor agrees that under no circumstance, will City be held liable for the performance of this Contract Supplement following assignment to the County.
5. County is designated as a third party beneficiary of this supplemental contract.
6. 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.
7. 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.
8. 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:**

  
Project Manager

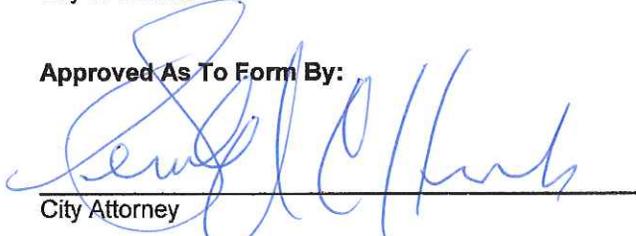
**Approved By:**

\_\_\_\_\_  
City of Sacramento

**Approved By:**

  
Contractor

**Approved As To Form By:**

  
City Attorney

**Attested To By:**

\_\_\_\_\_  
City Clerk

## County Public Garage Costs

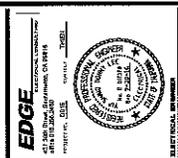
### Costs for installation/deployment of County Public Garage

Item	Price	Notes
Facility Control Hardware	\$ 69,234.60	
Freight/Shipping	\$ 8,220.00	
Facility Control Software	\$ 6,377.38	
Facility Control Installation	\$ 50,765.00	
Facility Construction/ Preparation	\$ 110,333.00	Excludes: Engineering, surveying, soils testing, permit or inspection fees. Subgrade import, export, unsuitable or undocumented soils. Repairs to underground utility lines. New utility boxes, manholes or valve covers. Sleeves or backfill of utility trenches. Preparation or clean up of other contractors' spoils or debris. Off-site work. Any baserock under any pavement that is not specified above. No striping, signage or final seal coating. Does not include scan, core and concrete patch. If existing wire breaks inside the conduit when pulling out or if we are unable to pull out existing wires TMA will provide pricing to make necessary repairs. If we find existing conduit runs have code violations that prevent us from passing inspection we will provide price to make the corrections. No provision is made for parallel work being performed for the County to meet ADA compliance. The concrete pad and conduit for the street level pay stations will be completed by the County. The existing area on the upper level does not require a new pad, but conduit will be run by the County to that location. The location of the Pay Stations is understood to be accurately represented on the drawing "County Administration Parking Structure Accessibility Upgrades: Dated February 1, 2016".
Facility Installation (exclusive of features)	\$ 5,818.00	
Entry Stations with required equipment per spec	\$ 27,743.00	2 Entry Stations on street level at the entrance lanes on G Street at 7th Street.
Cashier Stations with required equipment per spec	\$ 26,580.00	2 POS Units: 1 at the attendant booth and 1 in parking office .
Other Exit Stations with required equipment per spec	\$ 60,526.00	4 Exit Stations. 2 at the attendant booth nearest the parking office (on street level, at the corner of H & 7th Streets) 2 at the bottom of the downramp at the corner of G & 8th Streets on street level).
Card-Only Access Entrance	\$ 7,984.00	Card-only access (corner 8th and H)









**nacht&lewis**  
 Electrical Contractors  
 800 Union Street  
 Sacramento, CA 95811  
 Barry Palm  
 & Associates, Inc.  
 Consulting Engineers

**REVISIONS**

NO.	DESCRIPTION	DATE

**DATE** February 1, 2018  
**JOB NO.** 07352/01  
**SHEET TITLE**  
 ABBREVIATIONS, SYMBOLS, DETAILS, & SHEET INDEX

**SHEET NO.** E0.1  
**SHEET OF TOTAL** 1

**STANDARD ELECTRICAL SYMBOLS**

SYMBOL	DESCRIPTION
□	CONTROL AND/OR EQUIPMENT, N.E.S., INSTALL AND CONNECT AS REQ'D.
□	DISTRIBUTION PANEL/MOTOR CONTROL CENTER.
□	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED.
□	BRANCH CIRCUIT PANELBOARD, FLUSH MOUNTED.
□	MAIN CIRCUIT BREAKER
□	JUNCTION BOX, SIZE AND TYPE AS INDICATED OR REQUIRED.
□	NOT IN ELECTRICAL SECTION OF THESE PLANS AND SPECS.
□	NUMBERED NOTE.
□	RACEWAY INSTALLED IN CEILING OR WALL. ROUTE EXPOSED IN ALL UNFINISHED AREAS.
□	RACEWAY INSTALLED BELOW FINISHED FLOOR OR GRADE.
□	EXISTING CONDUIT RUN TO BE ABANDONED. CONDUIT ABOVE THE FLOOR AND BELOW THE STRUCTURE ABOVE SHALL BE REMOVED. CONDUCTORS SHALL BE REMOVED.
□	EXISTING CONDUIT RUN, VERIFY ROUTING ON THE JOB.
□	REMOVE (B) WIRE. PULL IN NEW WIRES. #12 AWG UNLESS NOTED.
□	ARROW AT END OF RACEWAY INDICATES HOME RUN TO RESPECTIVE PANELBOARD OR SWITCHBOARD.
□	BRANCH CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A #12 AWG CIRCUIT WITH #12 AWG GROUND.
□	STRAIGHT CROSS-LINES IN BRANCH CIRCUIT RACEWAY INDICATE NUMBER OF #12 AWG WIRES IN A CIRCUIT. SHORT LINES INDICATE UNGROUNDING CONDUCTORS. LONG LINES INDICATE EARTHING WIRES SHOWN ARE IN ADDITION TO #12 AWG UNGROUNDING CONDUCTOR.
□	BRANCH CIRCUIT WITH GROUNDING WIRE LARGER THAN #12 AWG. NUMBER ADJACENT TO CURVED CROSS-LINE INDICATES WIRE SIZE.
□	BRANCH CIRCUIT RACEWAY WITH WIRE OTHER THAN #12 AWG. NUMBER ADJACENT TO STRAIGHT OR CURVED CROSS-LINES INDICATES WIRE SIZE. UNGROUNDING AND NEUTRAL CONDUCTORS SHALL BE THE SAME SIZE UNLESS OTHERWISE NOTED.
□	CONDUIT RACEWAY SLEEVE.
□	INDICATES RACEWAY TURNING UP.
□	INDICATES RACEWAY TURNING DOWN.
□	INDICATES RACEWAY STUB. TERMINATE W/ BUSHING OR CAP IF UNDERGROUND.

**SHEET INDEX**

SHEET	DESCRIPTION	SCALE
E0.1	ABBREVIATIONS, SYMBOLS, DETAILS, & SHEET INDEX	NONE
E0.2	ELECTRICAL SPECIFICATIONS	NONE
E1.0	FIRST FLOOR - DEMO ELECTRICAL	AS SHOWN
E1.1	FIRST FLOOR - NEW ELECTRICAL	AS SHOWN
E2.0	SECOND FLOOR - NEW ELECTRICAL	AS SHOWN
E3.0	ONE LINE DIAGRAM & SCHEDULES	NONE

**ABBREVIATIONS**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
Δ	AND	J-BOX	JUNCTION BOX
∠	CENTERLINE	KVA	ONE THOUSAND VOLTS-KILOVOLTS
∠	DEGREE	KW	ONE THOUSAND WATTS
∠	EXISTING	MAX.	MAXIMUM
∠	EXISTING RELOCATED	MFR.	MANUFACTURER
∠	GREEN INSULATED GROUND	MIN.	MINIMUM
∠	ONE POLE, TWO POLE, ETC.	MT	MONTHS ONLY
∠	PERCENT	MT	EMPTY CONDUIT W/ PULL-LINE
∠	PLUS/MINUS	N.E.S.	NOT INCLUDED IN ELECTRICAL
∠	POUND OR NUMBER	N.L.	NIGHT LIGHT
∠	RELATE	N.E.C.	NATIONAL ELECTRIC CODE
∠	WITHOUT	NEMA	MANUFACTURER ASSOCIATION
∠	ALTERNATING CURRENT	O.C.	ON CENTER
∠	AMPERES	O.F.C.I.	OWNER FURNISHED, I.L.E.D. OWNER FURNISHED OWNER INSTALLED
∠	AMERICAN WIRE GAUGE	O.F.D.L.	OWNER FURNISHED, I.L.E.D. OWNER FURNISHED OWNER INSTALLED
∠	CAPACITY	PVC	POLYVINYL CHLORIDE CONDUIT
∠	ABOVE FINISHED FLOOR	REF.	REFLECTOR
∠	AUTO TRANSFER SWITCH	R.A.	ROOF EXHAUST FAN
∠	BREAKER	RSC	RUNNING LOAD AMP
∠	BUILDING TELECOM ROOM	S.M.	SIMILAR
∠	CONDUIT	SMBD.	SWITCHBOARD
∠	CIRCUIT BREAKER	SMGR.	SWITCHGEAR
∠	CEILING	TER	TELECOM EQUIPMENT ROOM
∠	COPPER	TR	TELECOM ROOM
∠	DIRECT CURRENT	T.V.	TELEVISION
∠	DRAWING	TYP.	TYPICAL
∠	DISTRIBUTION	U.L.	UNDERLIES LAB
∠	EACH	U.P.S.	UNINTERRUPTIBLE POWER SUPPLY
∠	ELECTRIC METALLIC TUBING	V	VOLTS
∠	FIRE ALARM	W	WATTS
∠	FULL LOAD AMPERES	WP	WEATHERPROOF
∠	FOOT OR FEET	XFMR	TRANSFORMER
∠	GENERAL ELECTRICAL PANEL		
∠	FIRE ALARM TERMINAL CABINET		
∠	GAUGE		
∠	GENERATOR		
∠	GROUNDING		
∠	INTERRUPTING CIRCUIT		
∠	HIGH INTENSITY DISCHARGE		
∠	HORSE POWER		
∠	ISOLATED GROUND		





- SHEET NOTES**
- BRANCH CIRCUIT CONDUCTORS WERE UP-SIZED TO COMPENSATE FOR VOLTAGE DROP. CONTRACTOR SHALL VERIFY ALL WORK IS COMPLIANT WITH ELECTRICAL CODES AND PANELBOARDS.
- NUMBERED NOTES**
- NEW GATE OPERATOR AND CONTROL. N.I.E.S., 120V, SINGLE
  - NEW PARKING GARAGE PAYSTATION. N.I.E.S., 120V, SINGLE
  - EXISTING RELOCATED DIAL FOR CHARGE POINT EV CHARGER. N.I.E.S., 240V, SINGLE PHASE, 50A, 500N
  - REUSE EXISTING CONDUIT RUN TO EXISTING PANEL. (A) SPARE 40-AMP CIRCUIT BREAKER, FULL IN 4 #6 & 1 #10 CU.
  - PROPOSED APPROXIMATE LOCATION OF CONDUIT RACEWAY TURNING UP TO SECOND FLOOR. CONTRACTOR TO VERIFY CONSTRUCTIBILITY.
  - CONNECT TO NEW 200AMP CIRCUIT BREAKER AT EXISTING SPACE. MATCH EXISTING TYPE AND RATING.
  - CONNECT TO EXISTING 40-AMP SPARE CIRCUIT BREAKERS.
  - COORDINATE CONDUIT TERMINATION LOCATION WITH COUNTY REPRESENTATIVE.

County Administration Parking Structure  
 Accessibility Upgrades  
 725 7th Street  
 Sacramento, CA 95814  
 Sacramento County

**EDGE**  
 ELECTRICAL ENGINEERING  
 400 W. 12TH STREET, SUITE 200  
 SACRAMENTO, CA 95811  
 PH: 916.441.1111  
 FAX: 916.441.1112  
 WWW.EDGE-ELECTRICAL.COM

**nacht&lewis**  
 ELECTRICAL ENGINEERING  
 1014 18th Street  
 Sacramento, CA  
 Barrysh Palfoni  
 & Associates, Inc.  
 Consulting Engineer

**STRUCTURAL NUMBER**

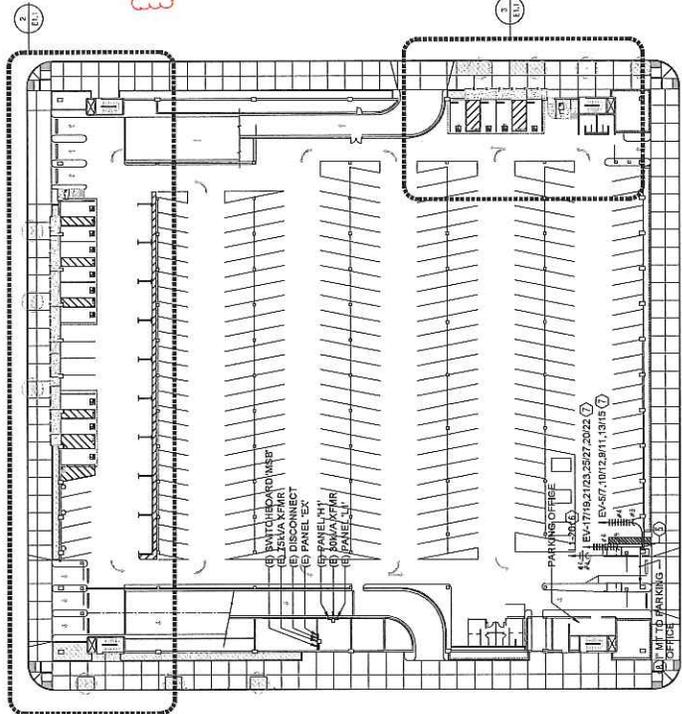
NO.	DATE	REVISION

**REVISIONS**

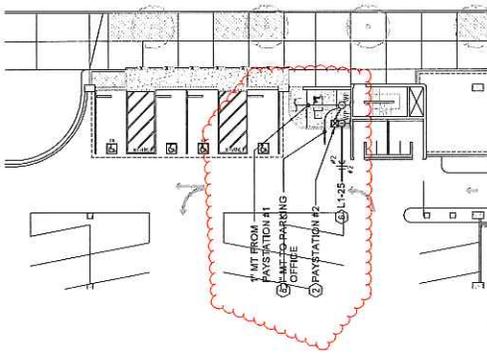
NO.	DESCRIPTION	DATE FILED

DATE: February 1, 2018  
 JOB NO. DY0957.01  
 SHEET TITLE  
 FIRST FLOOR - NEW ELECTRICAL

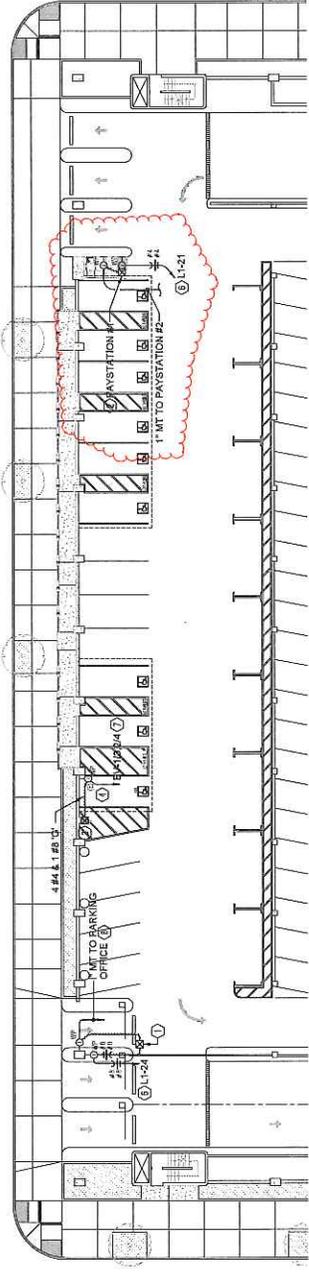
SHEET NO. E.1.1  
 SHEET \_\_\_ OF \_\_\_ TOTAL



1 OVERALL FIRST FLOOR PLAN  
 1/32" = 1'-0"



3 ENLARGED FIRST FLOOR PLAN - NEW ELECTRICAL  
 1/16" = 1'-0"



2 ENLARGED FIRST FLOOR PLAN - NEW ELECTRICAL  
 1/16" = 1'-0"







Requires Council Approval:  No  YES Meeting: 8/4/16

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Original No., \$ Not to Exceed: N/A, Original Doc Number, Other Party: County of Sacramento, Certified Copies of Document, Project Name: Inter-Agency Project Agreement, 725 7th Street PARCS Project, Deed: None, Included, Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Public Works Division: Parking Services
Project Mgr: Supervisor:
Contract Services: Paul Sheridan Date: Section Manager:
Phone Number: 808-6817 Division Manager: Matt Eierman
Comment: Org Number:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Contract Services, Project Manager, Supervisor, Section Manager, Division Manager.

City Attorney Signature or Initial Date
City Attorney (MC: 09300): [Signature] 7/28/2016

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Rows for Department Director, City Manager, City Clerk.

For City Clerk Processing Finalized: Initial, Date, Imaged: Initial, Date, Received: (City Clerk Stamp Here)



**INTER-AGENCY PROJECT AGREEMENT  
CITY OF SACRAMENTO  
AND  
COUNTY OF SACRAMENTO  
DEPARTMENT OF GENERAL SERVICES  
FLEET SERVICES DIVISION**

**AGREEMENT FOR  
PARKING AUTOMATION PROJECT PROCUREMENT AND CONSTRUCTION  
AT COUNTY OWNED PARKING GARAGE**

THIS INTER-AGENCY PROJECT AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_, 2016 by and between the County of Sacramento, a political subdivision of the State of California, ("COUNTY") and the City of Sacramento, a charter city ("CITY").

**BACKGROUND**

A. CITY is managing a public works project to construct the Golden 1 Arena ("Arena"), to be located between 5<sup>th</sup> and 6<sup>th</sup> Streets on L Street.

B. CITY will install automated parking systems and payment kiosks to provide temporary parking to the general public including the COUNTY'S parking structure located at 725 7<sup>th</sup> Street, within walking distance to the Arena.

C. The Arena is located in the City and County of Sacramento, and the two entities share a common goal in managing the motor vehicle traffic flow in and around the Arena.

D. CITY anticipates that the public's need for and use of parking will increase in CITY's downtown area when the Arena opens on or about September 15, 2016.

E. CITY and COUNTY own public parking structures in close proximity to the Arena.

F. The CITY and the COUNTY desire to enter into an agreement to provide for the procurement and installation of automated parking facility equipment including any related or ancillary construction costs ("Project") at the COUNTY's public garage site ("Project Site").

G. COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES**

CITY shall procure the equipment and provide the services for the Project on behalf of the County from Amano McGann Incorporated "(AMI" or "VENDOR") in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**2. TERM**

This Agreement becomes effective and commences as of the date written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be June 30, 2017.

**3. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

County of Sacramento  
Fleet Services Div.  
4001 Branch Center Road  
Sacramento, CA 95827  
Attn: Keith Leech

TO CITY:

City of Sacramento  
Public Works Department  
300 Richards Blvd, Floor 2  
Sacramento, CA 95811  
Attn: Matthew Eierman

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**4. COMPLIANCE WITH LAWS**

CITY and COUNTY shall put forth reasonable professional efforts to observe and comply with all applicable federal, State, and County laws, regulations and ordinances.

**5. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**6. LICENSES AND PERMITS**

A. CITY and COUNTY shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United

States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CITY OR COUNTY.

- B. If, in the performance of this Agreement, third persons are employed by CITY or COUNTY, such persons shall be entirely and exclusively under the direction, supervision, and control of CITY or COUNTY, respectively. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by the hiring public agency, and the non-hiring public agency shall have no right or authority over such persons or the terms of such employment.
- C. CITY, on behalf of its employees, contractors, subcontractors and/or its assigns, must execute a Permit to Enter with COUNTY in a form acceptable to COUNTY before entering the Project Site.

**7. INDEMNIFICATION**

- A. To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.
- B. It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

- C. This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- D. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity shall survive the expiration or termination of the Agreement

**8. INSURANCE OR SELF-INSURANCE**

Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance.

**9. COMPENSATION AND PAYMENT FOR THE SCOPE OF SERVICES;  
INVOICE LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or by written amendment in accordance with the express provisions in this Agreement. COUNTY's Director of the Department of General Services has authority to amend this Agreement on behalf of COUNTY so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$20,000.
- B. Payment Schedule: COUNTY shall reimburse VENDOR, under the Payment Terms/Compensation Schedule of the AMI Contract, which is defined in Section 10 herein below, upon presentation of invoices by VENDOR which accurately reflect the costs incurred by COUNTY under Exhibits A and B. COUNTY shall reimburse VENDOR, no later than 30 days after COUNTY receives such reimbursement request.
- C. CITY and COUNTY shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- D. COUNTY shall not be required to make payments for any services that are the subject of the Section 17 dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such

other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

**10. CITY – AMI CONTRACT**

- A. CITY and AMI entered into that certain agreement dated October 21, 2015 (“AMI Contract”), which was awarded after a competitive bidding process, and is attached hereto as Exhibit “C” and incorporated by this reference.
- B. CITY shall amend the AMI Contract through a supplemental agreement (“Contract Supplement”) to include the Project and to name COUNTY as a third party beneficiary, including but not limited to enforcement of and claims for liquidated damages under the AMI Contract. The Contract Supplement shall set the liquidated damages for delay at a rate of \$100 per day with a \$5,000 cap with a work period of 180 days.
- C. CITY shall order the Project equipment within 7 days of executing the Agreement.
- D. After the Project equipment has been ordered by CITY, the CITY shall assign its rights, duties and obligations under the Contract Supplement to AMI Contract to COUNTY. COUNTY accepts the assignment of the Contract Supplement to AMI Contract from CITY to COUNTY as contemplated herein, and no further consent by COUNTY is required.

**11. SUBCONTRACTS, ASSIGNMENT**

- A. This Agreement is not assignable by CITY in whole or in part, without the prior written consent of COUNTY. Said consent will not be unreasonably withheld.
- B. Any subcontracting will be subject to all applicable provisions of this Agreement. CITY shall be held responsible by COUNTY for the performance of any sub consultant not approved by COUNTY.

**12. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon either party unless agreed in writing. COUNTY’s Director is authorized to amend this Agreement with CITY to extend the term.

**13. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

**14. TIME**

Time is of the essence of this Agreement. Neither Party shall be responsible for delays beyond its reasonable control.

**15. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**16. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of COUNTY's Department of General Services, or his/her designee.

**17. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement or the Contract Supplement to the AMI Contract, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CITY and COUNTY shall continue without delay to carry out all their responsibilities under this Agreement, or if applicable the Contract Supplement to the AMI Contract, unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**18. TERMINATION**

- A. COUNTY or CITY may terminate this Agreement without cause upon 10 days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CITY or CITY to COUNTY and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CITY should CITY materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CITY and it is later determined that CITY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CITY, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CITY shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CITY shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CITY covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CITY an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CITY shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CITY can legally cancel.

**19. AUDITS AND RECORDS**

Upon COUNTY'S request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CITY's premises, CITY's financial and program records concerning the Supplemental Agreement to the AMI Contract as COUNTY deems necessary to determine CITY's or VENDOR's compliance with legal and contractual requirements and the correctness of Project claims submitted by CITY or VENDOR. CITY shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY'S expense. COUNTY shall have the right to withhold any payment under the Supplemental Agreement to the AMI Contract Agreement until access to aforementioned financial and program records has been provided to COUNTY.

**20. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**21. FORCE MAJEURE**

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**22. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**23. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**24. DUPLICATE COUNTERPARTS**

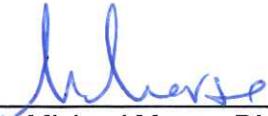
This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political  
subdivision of the State of California**

**CITY OF SACRAMENTO**

By   
Michael Morse, Director  
Department of General Services  
Internal Services Agency

By: \_\_\_\_\_  
Jerry Way, Director  
Department of Public Works

"COUNTY"

"CITY"

Date: 7-27-16

Date: \_\_\_\_\_

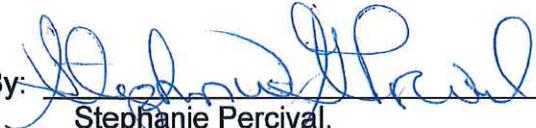
Agreement approved by Board of  
Supervisors:

Agenda Date: \_\_\_\_\_

Item #: \_\_\_\_\_

Resolution #: \_\_\_\_\_

Contract Reviewed and Approved by County Counsel

By:   
Stephanie Percival,  
Deputy County Counsel

Date: July 26, 2016

Contract Reviewed and Approved by City Attorney

By:   
Gerald Hicks,  
City Attorney

Date: 7/28/2016





Requires Council Approval:  No  YES Meeting: 8/4/16

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Original No., \$ Not to Exceed: N/A, Original Doc Number, Other Party: County of Sacramento, Certified Copies of Document, Project Name: County PARCS Assignment and Assumption Agreement, Deed: None/Included/Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Public Works, Division: Parking Services, Project Mgr, Supervisor, Contract Services: Paul Sheridan, Date, Section Manager, Phone Number: 808-6817, Division Manager: Matt Eierman, Comment, Org Number.

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Contract Services, Project Manager, Supervisor, Section Manager, Division Manager.

City Attorney Signature or Initial Date
City Attorney (MC: 09300): [Signature] 7/28/2016

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
Department Director, Jerry Way
City Manager (MC 09200): Yes No
City Clerk (MC: 09400):

For City Clerk Processing Finalized: Initial, Date, Imaged: Initial, Date, Received: (City Clerk Stamp Here)

**ASSIGNMENT AND ASSUMPTION OF SUPPLEMENTAL AGREEMENT FOR  
PURCHASE OF PARKING ACCESS AND REVENUE CONTROL SYSTEM  
(CITY AGREEMENT NO. C2015-1775-2)**

This Assignment and Assumption of Supplemental Agreement to Purchase of Parking Access and Revenue Control System Parking Agreement ("ASSIGNMENT") is made as of \_\_\_\_\_, 2016, by and between the CITY OF SACRAMENTO, a charter city and a municipal corporation ("CITY"), as Assignor, and COUNTY OF SACRAMENTO ("COUNTY"), as Assignee, and is made with respect to the following facts:

**BACKGROUND**

- A. CITY is managing a public works project to construct the Golden 1 Arena ("Arena"), located between 5<sup>th</sup> and 6<sup>th</sup> Streets on L Street.
- B. CITY has entered into a contract with Amano McGann, Inc. ("AMI") to install automated parking systems and payment kiosks to provide temporary parking to the general public, including the COUNTY'S parking structure located at 725 7<sup>th</sup> Street, within walking distance to the Arena (City Agreement No.     ).
- C. The Arena is located in the City and County of Sacramento, and the two entities share a common goal in managing the motor vehicle traffic flow in and around the Arena.
- D. CITY anticipates that the public's need for and use of parking will increase in CITY's downtown area when the Arena opens on or about September 15, 2016.
- E. CITY and COUNTY own public parking structures in close proximity to the Arena.
- F. Pursuant to the Inter-Agency Project Agreement entered into between the CITY and COUNTY (City Agreement No.     ; and County Agreement No.     ), the CITY shall, by supplemental agreement to the contract between CITY and AMI ("Supplemental Agreement"), procure and cause to be installed, a Parking Access and Revenue Control System ("PARCS"), for COUNTY'S garage at 725 7<sup>th</sup> Street.
- G. CITY and COUNTY desire that the rights, duties and obligations of the supplemental agreement between CITY and AMI be assigned by CITY to COUNTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and COUNTY hereby confirm and agree as follows:

**AGREEMENT**

- 1. ASSIGNMENT. CITY hereby sells, assigns, conveys, transfers and grants to COUNTY all of Assignor's right, title and interest in, to and under the Supplemental Agreement.

2. ASSUMPTION. COUNTY hereby assumes and agrees to perform, from and after the date of this ASSIGNMENT, all of the obligations and liabilities of CITY in, to and under the Supplemental Agreement.

3. CONSENT OF AMI. AMI hereby consents to CITY's assignment to COUNTY of all of CITY's right, title and interest in, to and under the Supplemental Agreement and COUNTY's assumption of the obligations and liabilities of CITY under the Supplemental Agreement.

4. RELEASE OF ASSIGNOR. AMI hereby releases Assignor from all liabilities and obligations under the Supplemental Agreement.

5. NOTICES. Any notice which a party is required or may desire to give the other shall be given in writing either by personal service, by certified mail, return receipt requested, postage full prepaid or by national overnight delivery service and be addressed as follows (subject to the right of a party to designate a different address for itself):

To CITY:

City Of Sacramento  
300 Richards Boulevard, Suite 213  
Sacramento, California 95811  
Attention: Mike King

To COUNTY:

County of Sacramento  
Fleet Services Div.  
4001 Branch Center Road  
Sacramento, CA 95827  
Attn: Keith Leech

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned have executed this ASSIGNMENT as of the date first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By: \_\_\_\_\_

Michael Morse, Director  
Department of General Services  
Internal Services

Date: \_\_\_\_\_

Reviewed and Approved by County Counsel

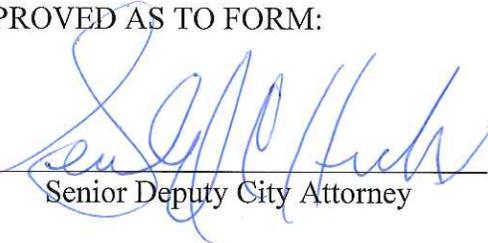
By: \_\_\_\_\_  
Stephanie Percival  
Deputy County Counsel

**CITY:**

CITY OF SACRAMENTO

By: \_\_\_\_\_  
Jerry Way, Director of Public Works  
For John F. Shirey, City Manager

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Senior Deputy City Attorney

ATTEST:

By: \_\_\_\_\_  
Assistant City Clerk

AMI hereby consents to this ASSIGNMENT



Requires Council Approval:  No  YES Meeting: 8/4/16

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Table with 2 columns: General Information and Attachment/Doc Number. Includes fields for Type, PO Type, \$ Not to Exceed, Other Party, Project Name, Deed, Project Number, Bid Transaction #, and E/SBE-DBE-M/WBE.

Department Information

Department: Public Works Division: Parking Services
Project Mgr: Supervisor:
Contract Services: Paul Sheridan Date: Section Manager:
Phone Number: 808-6817 Division Manager: Matt Eierman
Comment: Org Number:

Review and Signature Routing

Table with 3 columns: Department, Signature or Initial, Date. Rows for Contract Services, Project Manager, Supervisor, Section Manager, and Division Manager.

City Attorney Signature or Initial Date
City Attorney (MC: 09300): [Signature] 7/28/2016
 Send Interoffice Mail  Notify for Pick Up

Table with 3 columns: Authorization, Signature or Initial, Date. Rows for Department Director, City Manager, and City Clerk.

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

**PARKING SERVICES AGREEMENT  
FOR COUNTY PARCS NETWORK HOSTING SERVICES**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between the **CITY OF SACRAMENTO**, a municipal corporation (“**City**”) and **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (“**County**”)

**BACKGROUND**

- A. In 2015 City entered into contract with Amano McGann, Inc. (“Vendor”) for the purchase and installation of a Parking Access and Revenue Control System (“**PARCS**”). The new PARCS network links the City’s five parking facilities and is expandable to accommodate over 50 additional parking facilities and integrate other PARCS.
- B. County owns and operates several parking structures in Downtown Sacramento and has reached a separate agreement with City to purchase install, and deploy a PARCS through City’s contract with Amano McGann.
- C. County desires to integrate with the City’s PARCS and hire City to provide ongoing network and technical support, project management, and PARCS oversight for the County lot.

**NOW THEREFORE**, City and County hereby agree as follows:

- 1. **Parking Lot**—The terms of this Agreement apply to the County-owned parking lot described below:
  - a. The County of Sacramento Public Parking Garage (“Public Lot”) is located at 725 7<sup>th</sup> Street in downtown Sacramento. It occupies the whole block and is surrounded by 7<sup>th</sup> and 8<sup>th</sup> Streets on the west and east sides and G and H Streets on the north and south sides (Assessor’s Parcel Number 002-0143-017-0000).
- 2. **Term**—The term of this Agreement commences on the Effective Date and will terminate June 30, 2021. Upon mutual written consent by both parties, Agreement may be extended to June 30, 2026. Such written consent shall be completed no later than 180 days prior to the expiration of the first term.
- 3. **Network Integration Services**—County’s PARCS that will be installed in the Public Lot will operate through the City’s network datacenter. City shall start providing these services to County upon installation of County’s PARCS.
  - a. **Network Infrastructure Requirements**—Vendor shall procure and install all networking hardware and software used to connect County’s Public Lot to the City’s network datacenter. City shall secure all networking hardware and software used to connect the County’s PARCS to the City’s network datacenter. County shall meet the minimum information technology infrastructure requirements to ensure proper integration and operation with the City’s PARCS network:

- i. **Communications Bandwidth**—A telecommunications fiber circuit with a minimum committed information rate of 100 Mbps.
- ii. **Network Connections**— City will be responsible for all connectivity from the point of County’s network edge outward to City’s endpoint. Sufficient internal conduit and fiber in the Public Lot to connect to the City’s fiber ring.

**Network Support**—County network support is “best efforts” after hours and on weekends. City to provide event calendar to County 60 days in advance, identifying each event for which PARCS system will require access to PARCS remote endpoint via County network. County agrees to have network staff on standby during event to guarantee City has access to County network support if connectivity issues arise. City, at County’s expense, is responsible for the connection to and the extension of the County network edge, including fiber splicing, termination and conduit placement for any necessary physical cable plant extension.

- b. **Server Requirements**—City shall provide back office services in a secure data center, to include hardware and software, to meet specifications as documented by PARCS vendor.

- i. City shall provide network and technical support, project management and PARCs oversight.

4. **Fee**—On or before the first day of each month County will pay City, in advance, four thousand seven hundred (\$4,700) dollars (“Fee”). Fee is for connecting the Public Lot within the scope of services as of the service commencement date described in Section 3. The Fee includes all costs to support PARCs network enterprise including afterhours emergency response of City resulting from any network failure or outage, and County shall not be responsible for any additional costs to City or any other party or vendor above the Fee. Payment will be made at 300 Richards Blvd., 2<sup>nd</sup> Floor, Sacramento, CA 95811 or at such other location as City may designate to County in writing. Each year, on the anniversary of the Effective Date, the Fee will increase at a rate equal to the most recent Consumer Price Index published prior to the anniversary date. City shall provide County with an invoice at least three weeks in advance of the date that each monthly payment is due.
5. **Limitation of Liability**—In no event shall either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of City’s services or integration with City’s PARCS network.
6. **Insurance**—Each Party, at its sole cost and expense, must carry insurance or self-insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance, for general liability, workers’ compensation, property and professional liability to

cover its potential liabilities hereunder. Each Party agrees to provide 30 days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage. If either Party fails to maintain insurance as required in this Agreement.

7. **Indemnity**—Each party hereto (hereafter “Indemnifying Party”) must indemnify, defend and hold harmless the other party, and their respective officers, elected officials, agents and employees, from and against any and all loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or intentional act or omission of the Indemnifying Party, its officers, agents or employees which occurs in the performance of or otherwise in connection with this Agreement, but only in proportion to and to the extent caused by the negligent or intentional acts or omissions of Indemnifying Party, its officers, agents or employees.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

8. **Notices**—All notices and other communications under this Agreement must be in writing and are deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage paid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section.

To County: Sacramento County  
Attn: Director of General Services  
9660 Ecology Lane  
Sacramento, CA 95827

To City: Parking Services Division  
Attn: Parking Services Manager  
300 Richards Blvd  
2<sup>nd</sup> Floor  
Sacramento, CA 95811

9. **Integration**—This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.
10. **Governing Law**—The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the state the Agreement is signed. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento, California.
11. **Severability**—If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement will remain in effect.
12. **Waiver**—Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
13. **Modification**—No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing signed by the authorized representatives of the parties hereto.
14. **Captions**—The headings or captions to the Articles of this Agreement are not a part of the Agreement and will have no effect upon the construction or interpretation of any part thereof.
15. **Counterparts**—This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same.
16. **Assignment**—No party may assign its interest in the Agreement without the prior written consent of the other Party.
17. **Construction**—City and County have had the opportunity to participate in the drafting of, and have legal review of, this document. No portion of the document shall be construed against any party to this Agreement.
18. **Interpretation**—Unless otherwise explicitly stated, a standard of reasonableness shall be applied to all terms of this Agreement, including but not limited to obligations and actions by any party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO**, a  
political subdivision of the State of  
California

**CITY OF SACRAMENTO**, a charter  
municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By:

By:

\_\_\_\_\_  
Michael Morse, Director of General Services

\_\_\_\_\_  
Jerry Way, Director of Public Works

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:

By:

\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
Deputy City Attorney

ATTEST:

ATTEST:

By:

By:

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
City Clerk