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JUN 18 2019  
CITY OF FORT WORTH  
CITY SECRETARY

CITY SECRETARY  
CONTRACT NO. 52436

## SERVICE & PREVENTATIVE MAINTENANCE AGREEMENT FOR PARCS EQUIPMENT

Customer: City of Ft. Worth  
Service Site: Will Rogers Memorial Center  
Service Address: 3401 West Lancaster Avenue Fort Worth, Texas 76107  
Agreement Date: TBD  
Expiration Date: TBD

This is an agreement for service and preventative maintenance between Mitchell Time and Parking (hereinafter referred to as "MTP") and the undersigned (hereinafter referred to as "customer") wherein [MTP] agrees to provide maintenance service at the above specified location for the equipment specified in this agreement, according to the duration and conditions stated within this Agreement.

### I. Service Duration

- a. This agreement shall commence on Equipment Install Date of Garage (TBD).
- b. This agreement will remain in effect expiring on TBD.

### II. Service Responsibilities

- a. MTP agrees to keep customer's equipment in good operation condition and will perform preventative maintenance based on the specific needs of each individual piece of equipment as specified by the manufacturer.
- b. MTP agrees to fully equip all technicians with adequate transportation and inventory of spare parts.
- c. Service coverage hours for on-site technicians under this agreement will range between 8:00am-4:30pm, Monday thru Friday excluding holidays and weekends.
- d. It will be the customer's responsibility to notify MTP when equipment is malfunctioning and what priority level the repair warrants.
- e. Service and preventative maintenance to maintain the equipment specified in this agreement in good operating condition. The service includes preventative maintenance based on the specific needs of the individual equipment. All other services will be provided on an as needed basis when notified by the customer that an equipment malfunction requires adjustment, repair or replacement. Service response time will be within timeframe established between MTP and customer from original call for service. Normal hours of operation and emergency service stipulations are outlined within this agreement.
- f. Service for equipment covered under factory warranty will include replacement of parts as deemed necessary by MTP.
- g. If any machine or software system is deemed irreparable, MTP will require the city of ft worth to upgrade their parking system to latest version of Amano mcgann software/hardware.

### III. Maintenance and Service Operation Parameters

- a. All service calls and quarterly preventative maintenance will be conducted during service agreement hours, defined as between 8:00am-4:30pm Monday thru Friday, excluding locally observed holidays.
- b. Service calls deemed an emergency by the customer that are requested outside of the specified

times will be accommodated, solely at the discretion of authorized persons , on an after-hours or weekend basis at the current after-hours market rate. A One hour minimum applies to this rate.

- M-F (8a-5p) = \$65.00
- M-F (5p-8a) = \$130.00
- Sat/Sun (all day) = \$189.00

- c.
- d. Quarterly preventative maintenance shall be performed on the equipment as defined in this agreement on an on-going or perpetual basis when normal maintenance is not being performed.
- PM Program includes:
  - *Lubrication, tightening of all fasteners, replacement of worn belts or other expendable components, tightening and testing of all terminations, test of all surge suppression devices, diagnostics on all controllers, cleaning of all internal device components, complete test of each device, each lane and review and testing of all inductance loops.*

#### IV. Exclusions

- a. Maintenance and service for the costs specified in this agreement are contingent upon the proper use of all equipment. MTP shall be under no obligation to furnish maintenance or service under the terms and conditions of this agreement if adjustment, repair or parts replacement is required due to:
- i. Accident, theft, misuse, failure of electrical power, high voltage damage (as determined by a professional electrician); transportation or causes other than ordinary use.
  - ii. Modification of equipment without prior approval by MTP.
  - iii. Relocation of equipment from its original installation site and/or reinstallation without the prior approval by MTP.
- b. Maintenance and service under this agreement, does not include or cover any operational supplies or accessories (ribbons, paper, etc.), paint or refurbishing, or repairs and adjustments made necessary by the service of others not affiliated with MTP Replacement or repair of detector loops is excluded from this agreement.
- c. Work that is deemed to be installation and not service related is outside the parameters of this agreement. Such installation work will be quoted and billed at the prevailing installation rate.
- d. Equipment upgrades that are a result of something that is out of the manufacturer's control such as bill or coin requirement changes issued by the Federal Mint, any new Payment Card Industry changes, or related requirements issued by such authorities are not covered in this agreement. Such changes cannot be pre-determined for occurrence or associated cost.
- e. Programming for Customer Training/user error

#### V. Access to Equipment

- a. MTP shall have full access to the equipment and keys for the equipment covered in this agreement, as well as any associated equipment integral to the system, as determined by customer, in order to provide the specified maintenance services.

#### VI. Specified Equipment Covered

- a. See attached Exhibit A.

**VII. Service Agreement Costs and Renewal Options**

- a. For service contract pricing refer to Section X (10).
- b. Service / Software / Extended Warranty agreement installments will be billed quarterly in advance and will be due at the beginning of the service period. See Section X for quarterly breakdown.
- c. Any and all charges incurred by the customer beyond the service agreement, as detailed above, will be due and payable in 30 days from invoice date.
- d. Changes to the service agreement may be made during the contract period if agreed upon in writing by both MTP and the customer.
- e. Service agreement cancellation may be requested, if done so in writing, with 90 days' notice. Either party to this agreement may do this.
- f. Service agreement costs are based on the PARCS replacement and extended warranty proposal given to the Customer. Modifications to the original agreement terms or equipment inventory may result in changes to the pricing of this agreement. Such a change would apply in the event that additional equipment or services are added to the scope of this service agreement. Customer shall accept proposed pricing change before services would be rendered.

**VIII. Employee Clause**

- a. Customer agrees that it will not hire or attempt to hire employees of MTP for services that are covered in this agreement in an attempt to terminate this agreement.

**IX. Warranties**

- a. Warranty statements are attached and included in this agreement. These warranties serve as the basis for repair and replacement services thorough the life of this agreement. Warranty statements are not negotiable.

Service year 1 \$9,782.03 Includes Preventative Maintenance for Houston and Commerce Garages Only & a 10% discount on Amano Parts.

Service year 2 \$17,728.11 Includes Preventative Maintenance for WRM, Houston, & Commerce sites & a 10% discount on Amano Parts.

Service year 3 \$18,259.84 Includes Preventative Maintenance for WRM, Houston, & Commerce sites & a 10% discount on Amano Parts.

Optional Service year 4 \$18,807.64 Includes Preventative Maintenance for WRM, Houston, & Commerce sites & a 10% discount on Amano Parts.

Optional Service year 5 \$19,371.87 Includes Preventative Maintenance for WRM, Houston, & Commerce sites & a 10% discount on Amano Parts.

**X. Signatures of Parties to this Agreement**

- a. The undersigned have read, understand and agree to the terms and conditions as set forth in the above agreement. Furthermore, the customer acknowledges that there are no other warranties or agreements, expressed or implied, that are not included and detailed the above agreement.

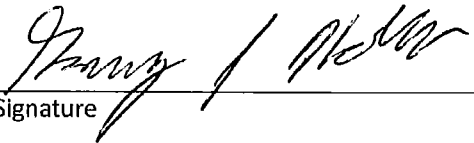
*or attached  
in the addendum*

**Mitchell Time and Parking**

4806 N IH 35  
Austin, TX 78751

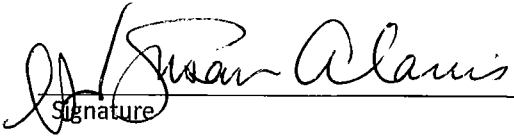
**Will Rogers Memorial Center**

3401 West Lancaster Avenue  
Fort Worth, Texas 76107

  
\_\_\_\_\_  
Signature

*Gary J. Hobbs*  
\_\_\_\_\_  
Gary J. Hobbs

*6-3-19*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

*Susan Alanis, ACM*  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**XI. Exhibit A**

**Equipment List:**

<b>QTY</b>	<b>Model</b>	<b>Description</b>
		<b>Gate 42</b>
<b>QTY</b>	<b>Model</b>	<b>Description</b>
1	O-2700/OS1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin PadBarcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	O-4700/OS1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMVCapable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS UmbraGrey (RAL 7022).
2	I/O 100	Intelligent Lane Controller
1	O-0100/CONFIG	IO100 Configuration File Reader configuration file for IO100 Universal Lane Controllers (soldseparately).
2		Umojo Intercom
1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer. PAX S300 EMV Terminal Kit O-0150/000-000H sold separately
1	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/080	Barcode Ticket Reader and Validator
2		Electical Eye Sensor
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### WRM Gargage Lower Level

1	O-2700/OS1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin PadBarcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	0-4700/OS1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMV Capable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS UmbraGrey (RAL 7022).
2		Umojo Intercom
1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer. PAX S300 EMV Terminal Kit O-0150/000-000H sold separately
1	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/OB0	Barcode Ticket Reader and Validator
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### WRM Gargage Upper Level

2	O-2700/OS1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin PadBarcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
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		OPUSeries Barcode Pay-in-Lane Station, BNR, Coin, FlexScan-Ready, PX SCR200E MSR/Contact Terminal, U.S. Accepts credit cards using Payment Express SCR200E MSR/Contactcredit card terminal, accepts notes and coins, dispenses change in bills and coins (U.S.), OPUS Umbra Grey (RAL 7022). -REPM scanner supports JPEG image capture for the Pro+ Digital Archive feature. -Capable of communications with Genetec LPR system to enable use of patron's LPN along with the entry ticket or exit ticket for their parkingstay
1	O-7700/0S1-000J-A10	
4		Umojo Intercom
2	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer. PAX S300 EMV Terminal Kit O-0150/000-000H sold separately
2	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
2	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
2	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
2	O-9000/0B0	Barcode Ticket Reader and Validator
1	O-4700/0X1-0001	OPUSeries Credit Card Exit Terminal, FlexScan-Ready Barcode ticket, magstripe credit card configuration, custom color. -REPM scanner supports JPEG image capture for the Pro+ Digital Archive feature. -Supports Roving Cashier using optional Proximity Reader Kit and Roving Cashier Module. -Capable of communications with Genetec LPR system to enable use of patron's LPN along with the entry within grade or exit within lagtime ticket for their parking stay
4		Procyon UHF RFID Reader
4		8' post for transcore reader

### Amon Carter

1	O-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin Pad Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
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1	0-4700/0S1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMVCapable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS UmbraGrey (RAL 7022).
2		Umojo Intercom
1	0-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer.
1	0-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	0-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	0-9000/0B0	Barcode Ticket Reader and Validator
2		Procyon UHF RFID Reader
2		8' post for transcore reader
1		Electical Eye Sensor

### Museum Lot

1	0-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin PadBarcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	0-4700/0S1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMVCapable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
2	0-0120/000-1000 F	FlexScan Barcode Imager Kit for OPUS-2000/4000/4800 Series Includes Barcode Imager
2		Electical Eye Sensor
2		Umojo Intercom
2		HID Prox Reader
1	0-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer.
1	0-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.



1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/0B0	Barcode Ticket Reader and Validator
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### West Lot Central

1	O-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin Pad Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	O-4700/0S1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMV-Capable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS UmbraGrey (RAL 7022).
4		Umojo Intercom
2		Electical Eye Sensor
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### West Lot South

1	O-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin Pad Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	O-7700/0S1-000J-A10	OPUSeries Barcode Pay-in-Lane Station, BNR, Coin, FlexScan-Ready, PX SCR200E MSR/Contact Terminal, U.S. Accepts credit cards using Payment Express SCR200E MSR/Contactcredit card terminal, accepts notes and coins, dispenses change in bills and coins (U.S.), OPUS Umbra Grey (RAL 7022). -REPM scanner supports JPEG image capture for the Pro+ Digital Archive feature. -Capable of communications with Genetec LPR system to enable use of patron's LPN along with the entry ticket or exit ticket for their parkingstay
2		Umojo Intercom

1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer.
1	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/0B0	Barcode Ticket Reader and Validator
1		Procyon UHF RFID Reader
1		8' post for transcore reader
2		Electical Eye Sensor

**Watt Lot**

1	O-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin PadBarcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	O-4700/0S1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMVCapable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS UmbraGrey (RAL 7022).
2	I/O 100	Intelligent Lane Controller
2		Umojo Intercom
1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer.
1	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/0B0	Barcode Ticket Reader and Validator
2		Electical Eye Sensor
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### Burnet Tandy

1	O-2700/0S1-0003	OPUSeries Credit Card Entry Terminal, FlexScan-Ready, Globalcom EMV-Capable, No Pin Pad Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal (excludes pin pad), magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
1	O-4700/0S1-0005	OPUSeries Credit Card Exit Terminal, FlexScan-Ready, Globalcom EMVCapable Barcode ticket, Globalcom BV1000 EMV-capable MSR/Chip credit card terminal and pin pad, magnetic access card configuration, OPUS Umbra Grey (RAL 7022).
2		Umojo Intercom
2	I/O 100	Intelligent Lane Controller
1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, Credit Card Capable Includes receipt printer and cash drawer.
1	O-0150/000-000H	PAX S300 EMV Terminal Kit for OPUS-5000 Series POS Terminal Includes PAX S300 Terminal.
1	O-0150/000-1000	FlexScan Barcode Imager Kit for OPUS-5000 Series Includes Barcode Imager
1	AGP-5910/A705	Fee Indicator, Table Mount 120V, table mount.
1	O-9000/0B0	Barcode Ticket Reader and Validator
2		Electrical Eye Sensor
2		Procyon UHF RFID Reader
2		8' post for transcore reader

### Software/Installation

1	AMS5180VPB	eParcVal & eFlexPrint Validation package consisting of Online Validation and QR Barcode Validation Modules.
1		Dell SQL Server
		Dell APP Server

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### Houston Garage

QTY	Model	Description
4	AGP-1711/A600	Gate Molded top cover, dual detector, White.
2	AMG-2070/A925	Entry Station, FlexScan-Ready Magstripe ticket, Two-Tone Silver/Grey
2	AMG-4570/A922	Exit Station, FlexScan-Ready Magstripe ticket, non-EMV credit card, magnetic access card configuration, receipt printer, Two-Tone Silver/Grey.
2	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, UIC Magstripe Credit Card Includes UIC magstripe credit card terminal, receipt printer and cash drawer.
4		Prox readers iParcProfessional 19.2 - 4 Bundle Includes Revenue Management, Card Access with Debit, Count Monitor, Credit Card Suite with OPUSCharge, Notification Service and 5 Web Client user licenses. Configuration designed for facilities with up to 4 lanes
1	AMS8304IP	
1	AMG-7850/A914	Pay Station, U.S. Pre-configured with non-EMV credit card, coin and note processing functions. Credit Card Only Central Pay Station, FlexScan-Ready
1	AMG-4350/A952	Magstripe ticket, non-EMV credit card, receipt printer, Two-Tone Silver/Grey.

### Commerce Garage

2	AGP-1711/A600	Gate Molded top cover, dual detector, White.
2	AMG-2070/A925	Entry Station, FlexScan-Ready Magstripe ticket, Two-Tone Silver/Grey
2	AMG-4570/A922	Exit Station, FlexScan-Ready Magstripe ticket, non-EMV credit card, magnetic access card configuration, receipt printer, Two-Tone Silver/Grey.
1	O-5700/1K1-000P	OPUSeries POS Terminal, FlexScan-Ready, UIC Magstripe Credit Card Includes UIC magstripe credit card terminal, receipt printer and cash drawer.
7		Prox readers

1	AMS8304IP	iParcProfessional 19.2 - 4 Bundle Includes Revenue Management, Card Access with Debit, Count Monitor, Credit Card Suite with OPUSCharge, Notification Service and 5 Web Client user licenses. Configuration designed for facilities with up to 4 lanes
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**Alternative #1**

<b>Amano Analytics Suites</b>				
<b>QTY</b>	<b>Model</b>	<b>Equipment</b>	<b>Unit Price</b>	<b>Total</b>
1		API/Analytic One Time Set-up Fee	\$ 2,000.00	\$ 2,000.00
1		Symphony Analytics - Essentials	\$150/ Month or \$450/Quarter	

**ADDENDUM TO AGREEMENT  
BETWEEN  
THE CITY OF FORT WORTH  
AND  
MITCHELL ADDING MACHINE COMPANY, INC.,  
DBA MITCHELL TIME AND PARKING**

This Addendum to the Agreement ("Addendum") is entered into by and between the Mitchell Adding Machine Company, Inc., dba Mitchell Time and Parking ("Seller") and the City of Fort Worth ("City"), collectively the "parties", for a purchase of service and preventative maintenance at City parking facilities.

The Agreement shall include the following:

1. The WRMC Service Contract; and
2. This Addendum.

This Agreement shall not exceed \$83,949.49 and City makes no representation that City will procure the total amount of goods or services under this Agreement from Seller. City shall only be responsible for goods or services actually ordered by City up to this not to exceed amount.

Notwithstanding any language to the contrary in the attached Agreement (the "Agreement"), the Parties hereby stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

1. Term. The Agreement shall become effective upon the signing of the Agreement (the "Effective Date") however the actual service and maintenance portion of this agreement will commence for all City parking facilities upon completion of the installation of equipment at the Will Rogers Memorial Center and shall expire (5) years after the installation Date (the Expiration Date"), unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties.

2. Termination.

a. Convenience. City may terminate the Agreement at any time and for any reason by providing Seller with 30 days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right

under the Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Seller of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

d. Duties and Obligations of the Parties. In the event that the Agreement is terminated prior to the Expiration Date, City shall pay Seller for services actually rendered up to the effective date of termination and Seller shall continue to provide City with services requested by City and in accordance with the Agreement up to the effective date of termination. Upon termination of the Agreement for any reason, Seller shall provide City with copies of all completed or partially completed documents prepared under the Agreement. In the event Seller has received access to City information or data as a requirement to perform services hereunder, Seller shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

3. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached Agreement requires City to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

4. Law and Venue. The Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Agreement is required to be governed by any state law other than Texas or venue in Tarrant County, City objects to such terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

5. Insurance.

a. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. To the extent the Agreement requires City to purchase insurance, City objects to any such provision, the parties agree that any such requirement shall be null and void and is hereby deleted from the Agreement and shall have no force or effect. City will provide a letter of self-insured status as requested by Seller.

b. Seller shall provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:



**5(b)(1) Coverage and Limits**

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence

\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Seller, its employees, agents, representatives in the course of providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed

Employers' liability

\$100,000 - Bodily Injury by accident; each accident/occurrence

\$100,000 - Bodily Injury by disease; each employee

\$500,000 - Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 - Each Claim Limit

\$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to City to evidence coverage.

**5(b)(2) General Requirements**

(a) The commercial general liability and automobile liability policies shall name City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Seller has obtained all required insurance shall be delivered to the City prior to Seller proceeding with any work pursuant to this Agreement.

6. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the Agreement requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect.

7. Limitation of Liability and Indemnity. To the extent the Agreement, in any way, limits the liability of Seller or requires City to indemnify or hold Seller or any third party harmless from damages of any kind or character, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

8. No Debt. In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the Agreement except for those portions of funds which have been appropriated prior to termination.

9. Confidential Information. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. To the extent the Agreement requires that City maintain records in violation of the Act, City hereby objects to such provisions and such provisions are hereby deleted from the Agreement and shall have no force or effect. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Seller. It will be the responsibility of Seller to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

10. Addendum Controlling. If any provisions of the attached Agreement, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Addendum shall control.

11. Immigration Nationality Act. City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under the Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under the Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Seller shall provide City with a certification letter that it has complied with the verification requirements required by the Agreement. Seller shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate the Agreement for violations of this provision by Seller.

12. No Boycott of Israel. If Seller is a company with ten (10) or more full-time employees, Seller acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. If applicable under this Agreement, *by signing this Addendum, Seller certifies that Seller's signature provides written verification to City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

13. Right to Audit. Seller agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Seller involving transactions relating to the Agreement. Seller agrees that City shall have access during normal working hours to all necessary Seller facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Seller reasonable advance notice of intended audits.

14. Disclosure of Conflicts and Confidential Information.

- a. Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.
- b. Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of City.
- c. Unauthorized Access. Vendor shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

15. Independent Contractor. It is expressly understood and agreed that Seller shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Seller shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants, contractors, and subcontractors. Seller acknowledges that the doctrine of respondeat superior shall not apply as between City, its officers, agents, servants and employees, and Seller, its officers, agents, employees, servants, consultants, contractors and subcontractors. Seller further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Seller. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Seller or any officers, agents, servants, employees, consultants, or subcontractors of Seller. Neither Seller, nor any officers, agents, servants, employees, consultants or subcontractors of Seller shall be entitled to any employment benefits from City. Seller shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, consultants, or subcontractors.

16. Assignment. Seller shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Seller under which the assignee agrees to be bound by the duties and obligations of Seller under this Agreement. Seller and Assignee shall be jointly liable for all obligations of Seller under this Agreement prior to the effective date of the assignment.

17. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Fort Worth          Attn: Susan Alanis, Assistant City Manager          200 Texas Street          Fort Worth, TX 76102-6314          Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To SELLER:</p> <p><i>Mitchell ADDing Medicals DBA Mitchell Time Park</i>  <i>Gary J Hobbs</i>, Title <i>President</i>  <i>4806 N IH 35</i>  <i>AUSTIN TEXAS 78757</i>          Facsimile: <i>512 391 7181</i></p>
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18. Governmental powers. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

19. No waiver. The failure of City or Seller to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Seller's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

21. Force Majeure. City and Seller shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars,

riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

22. Amendments/Modifications/Extensions. No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. Change in Seller Name or Ownership. Seller shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The Seller's authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

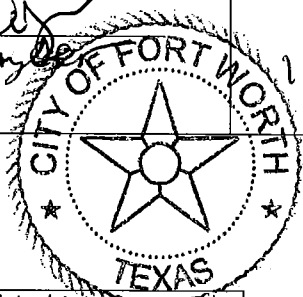
24. Signature Authority. The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

*(signature page follows)*

Executed this the 31<sup>st</sup> day of June, 2019.

CITY:

<p><b>City of Fort Worth</b></p> <p>By: <u>[Signature]</u> Name: <u>Susan Alamo</u> Title: Assistant City Manager</p> <p>Date: <u>6/13/19</u></p> <p><b>Approval Recommended:</b></p> <p>By: <u>[Signature]</u> Name: <u>Steve Cook</u> Title: <u>Director, IPW</u></p> <p><b>Attest:</b></p> <p>By: <u>[Signature]</u> Name: <u>Mary Kay</u> Title: City Secretary</p>	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u>[Signature]</u> Name: <u>PETER ALDOTT</u> Title: <u>PARKING MANAGER</u></p> <p><b>Approved as to Form and Legality:</b></p> <p>By: <u>[Signature]</u> Name: Jessica Sangsyan Title: Senior Assistant City Attorney</p> <p><b>Contract Authorization:</b> M&amp;C: <u>C-29130 5/21/19</u> <u>1295: 2019-482680</u></p>
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SELLER:

Mitchell Aiding Machine Inc DBA Mitchell Time and Parking

By: [Signature]  
Name: Gary J. Hobbs  
Title: President

Date: 6-3-19