

RESOLUTION NO. 2017-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AGREEMENT BETWEEN THE CITY OF MARINA
AND PARKING MANAGEMENT BUREAU, OF TURLOCK, CALIFORNIA,
FOR USE OF THEIR PARKING CITATION PROCESSING SERVICES, AUTHORIZE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, the Marina Police Department identified the need to retain a parking citation processing company as a lack of staff has made the processing of parking citations over burdensome and inefficient, and;

WHEREAS: Police Department research various parking citation processing companies to determine which company best fit the financial and parking citation processing needs of the City, and;

WHEREAS, Police Department identified Parking Management Bureau as the company who meets the financial and parking citation processing needs of the City, and;

WHEREAS, in-house processing of parking citations by the Police Department is not currently meeting the customer service needs of the public and is hampered by a lack of personnel to efficiently run the program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve agreement with Parking Management Bureau ("EXHIBIT A") of Turlock, California, to provide a citation processing services for the City, and;
2. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of May 2017 by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Morton, O'Connell, Brown, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



PMB Agreement

PREPARED FOR: CITY OF MARINA

Quote Expires: June 30, 2017

QUOTE

Exhibit A

Prepared for: City of Marina
211 Hillcrest Ave Marina, CA 93933

DATE: MAY 11, 2017
INVOICE # 131201

EXPIRATION DATE June 30, 2017

Processing of Parking Citations (Annual Fee)				
QTY	DESCRIPTION	PRICE	DISCOUNT	LINE TOTAL
1	Initial Integration (One Time Set-Up Fee)	\$7,500	\$7,500	\$0
4	Wireless Bluetooth Portable Printer (Additional Units \$300)	\$1,200	\$1,200	\$0
1	Mobile Application Annual License	\$250	\$0	\$250
1	Data & User Access Annual Subscription	\$1,200	\$0	\$1,200
1	Weather Resistant Thermal Paper Citation Roll (Box of 5,000)	\$750	\$750	\$0
1	Kiosk Computer (One Time Set-Up Fee) (optional)	\$1,500	\$1,200	\$300
1	Installation and Training (One Time Set-Up Fee)	\$2,800	\$2,800	\$0
1	Technical Support Call Center	\$1,200	\$1,200	\$0
1	Banking Account Setup (One Time Set-Up Fee)	\$500	\$500	\$0
1	Refunds and NSF's service	\$500	\$500	\$0
~	Report and Design Fee (per hour)	\$125	~	~
~	Electronic Written Citation (per Citation Written)	\$2.00	~	~
~	Electronic Hand Written Citation (per Hand Citation Written)	\$4.00	~	~
Year 1 Total Discount			\$15,650	
Year 1 Total			\$1,750 *	
Year 2 Total			\$1,450 *	
Year 3 Total			\$1,450 *	

* Internet convenience fee, second level violation fee, and third level violation fee are not included in quote, read Service Agreement for detail pricing.

Fees will be deducted from the AGENCY's monthly revenue.

Migration fee not included in this quote. Migration fee may vary depending upon data available by former parking citation processor.

To accept this quotation, sign here and return: _____

Print Name: _____

Date: _____



AGENCY Agreement for Processing of Parking Citations

This AGENCY Agreement for Processing of Parking Citations is made and entered into on May 1, 2017 by and between CITY OF MARINA hereinafter called "**AGENCY**", located at 211 Hillcrest Ave Marina, CA 93933, and the California State University, Stanislaus Parking Management Bureau, hereinafter called "**PMB**", a California public educational entity located at One University Circle, Turlock, California and organized and existing under the laws of the State of California.

Recitals

WHEREAS, the Education Code 89036 authorizes trustees to enter into agreements with any public or private agency, officer, person, or institution, corporation, association, or foundation for the performance of acts or for the furnishing of services, facilities, materials, goods, supplies, or equipment by or for the trustees or for the joint performance of an act or function or the joint furnishing of services and facilities by the trustees and the other party to the agreement; and

WHEREAS, the Education Code 89701 authorizes trustees to acquire, pursuant to the Property Acquisition Law (Part 11 (commencing with Section 15850) of Division 3 of Title 2 of the Government Code) or by lease or other means, real property and to construct, operate, and maintain motor vehicle parking facilities and other transportation facilities thereon for state university officers, employees, students, or other persons.; and

WHEREAS, California Vehicle Code Section 40200 allows agencies to issue citations and to contract for the processing of notices of parking violations and notices of delinquent parking violations, and

WHEREAS, AGENCY desires to contract with PMB for parking citation processing services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

Service Agreement

This Agreement shall have a term of six (6) months (“Initial Term”) commencing on the date this Agreement is fully executed by authorized officers of PMB and AGENCY. At the expiration of the Initial Term, the AGENCY Agreement shall renew automatically for three (3) additional years (“Extended Term”) unless terminated by either party by written notice to the other party at least thirty (30) days prior to the end of the term anniversary. If the Agreement is terminated at the end of the anniversary term, AGENCY agrees to pay for all parking citations processed by PMB up to the date of termination in accordance with the processing fees in effect during the term of this Agreement.

1) **Information**

PMB has made every effort to insure that all relevant information received by AGENCY pertaining to requested implementation services has been included in the quotation. Please check this quotation carefully. Our goal is to provide the most accurate information possible.

PMB reserves the right to increase the Processing of Parking Citations Fee by five percent (5%) annually.

PMB e-business pricing represents the basic solution. Additional charges may apply if the work requested does not fit within the basic solution. The credit card processing and payment gateways will be handled by PMB. The AGENCY will provide any requirements and/or information needed to setup the e-business site.

2) **Payments & Fees**

PMB performs monthly billing via direct ACH debit of AGENCY accounts for services and products offered under this proposal.

The AGENCY’s funds will be received by PMB and deposited into a dedicated account specific to the AGENCY. The AGENCY will not receive interest on this account. PMB will distribute AGENCY funds on a monthly basis consistent with this agreement. The AGENCY will receive an itemized monthly financial statement from PMB.

The AGENCY is required to enroll in the electronic fund transfer (EFT) for parking citation revenue upon commencement of this Agreement. For invoices paid via alternative methods, PMB applies an additional 3% billing service charge.

PMB shall provide an electronic fund transfer to the designated AGENCY’s account on a monthly basis and provide a report of payments and applicable fees.

a) **1st Level**

AGENCY shall compensate PMB the rate of two dollars (\$2.00) for each citation issued per month.

b) **2nd Level**

AGENCY shall compensate PMB the rate of seven dollars (\$7.00) for each citation paid at this level. When a citation is paid fourteen (14) days after the date of the notice of delinquent parking, the rate agreed upon of the bail, in addition to the initial agreed upon 1st level citation rate, shall be retained by PMB per citation collected.

c) **3rd Level**

AGENCY shall compensate PMB the rate of fifteen dollars (\$15.00), plus an additional three (\$3.00) to DMV for each citation paid at this level. When a citation is paid at the DMV hold level the rate agreed upon of the bail, in addition to the initial agreed upon 1st level citation rate, shall be retained by PMB per citation collected.

d) Final Level - Collections

AGENCY shall compensate PMB the rate of thirty-five percent (35%) for each citation paid per month at this level.

e) Handwritten Citation

AGENCY shall compensate PMB the rate of four dollars (\$4.00) for each handwritten citation issued per month.

f) Internet Convenience Fee

The user making a payment for parking citations(s) shall pay the rate of two point seventy-five percent (2.75%) convenience fee for each parking citation transaction processed online.

3) Professional Services

Each party shall designate a Project Manager who shall work together to facilitate an efficient delivery of the project deliverables. The PMB Project Manager will be responsible for project planning, scheduling, and issue/risk resolution.

This quote outlines the deliverables to be completed for the successful project implementation. Anything not addressed in this quote is considered to be out of scope, and therefore not included. Change requests to the Quote must be submitted in writing to the PMB Project Manager.

PMB project methodology includes numerous items that are dependent upon the AGENCY meeting certain obligations. Failure to meet those obligations may result in a delay to the project and/or additional fees.

At the conclusion of each deliverable, the AGENCY's Project Manager will be requested to provide an acceptance signature on the PMB Project Deliverable Acceptance form.

AGENCY may request changes to the planned deliverables. Change request(s) may result in a change to the price, schedule and other terms and conditions contained herein. Any changes, including, but not limited to, changes in the deliverables and dates of delivery, will be initiated through a PMB change request process and will be in writing.

When a project does not stay on the agreed upon schedule because the AGENCY did not meet their deliverables, or if the AGENCY requests a new date after a committed date has been scheduled, the AGENCY will be responsible for: Acceleration of payment for all Professional Services completed to date (i.e., project costs, E-Business, interfaces, etc.) The acceleration of payment amount is presented in Exhibit(s).

4) Maintenance and Support

A toll free phone number is provided for assistance for persons receiving a parking citation.

A toll free number and e-mail is provided for technical support to assist you with your PMB questions. Hardware maintenance and support is provided at no additional cost.

- Toll Free Number: 1-800-700-4417
- Technical Support Email: support@pmbonline.org

5) Subscription Terms Included

Updates to the AGENCY's webpage specific look and feel (three updates per year).

Correction of defects found within the application. This includes defects discovered in standard functionality and custom functionality specific to each AGENCY.

Ability to seamlessly add new solutions to existing AGENCY's solutions (new solutions must be purchased).

6) Integration

Duties of PMB:

- a) Responsible for forwarding outstanding parking citation information to a collections for citations that have been outstanding for at least two calendar years and up to five calendar years. PMB will itemize revenue received on the AGENCY's monthly financial statement.
- b) Data entered from parking citations in the format and within the time required as specified by the Department of Motor Vehicles for registered owner identification.
- c) Meet the statutory time lines for issuing a notice of delinquent parking to the violator for all unpaid citations.

Duties of the AGENCY:

- a) Thoroughly and accurately enter vehicle and violation information into the mobile citation writer. Using PMB issued citation writers with integrated cameras, they shall take a minimum of two pictures and a maximum of six pictures; one picture showing the vehicles license plate and a second picture clearly showing the nature of the violation. Pictures taken will be available to PMB, AGENCY, and the citation recipient online.
- b) Only the parking ticket shall be placed on the violator's vehicle. No other attachments or materials, such as envelopes, informational flyers, etc., will be placed along with the ticket.
- c) AGENCY shall be responsible in uploading all citations containing violator information and pictures to the PMB citation database within twenty-four hours of issuance and at regular intervals throughout enforcement shifts. Failure to do so may affect parking revenue as ticket recipients will not have the ability to pay citation online.
- d) Upon receipt of the Administrative Review, AGENCY shall make a determination within twenty-one (21) days and send a response to the violator. Failure to do so will result in an automatic dismissal of the citation and automatic notification to the violator that the ticket has been dismissed. Valid determinations must include a thorough explanation to the violator as to why the ticket was determined to be valid, per California law. Thorough explanations may reduce the amount of Administrative Hearing requests received.
- e) Handwritten parking citations shall indicate PMB as the processing agency and shall be mailed to PMB within two (2) days of issuance for entry into the PMB database.
- f) Provide an Administrative Hearing Officer to respond to parking violators requesting the second level appeal. The respondent and PMB shall be advised of the Hearing Officers findings in a timely manner.

PMB shall provide the following to the AGENCY:

- a) Accept and process AGENCY parking citations in accordance with the laws of the State of California and the AGENCY designated County.
- b) A method for receiving and controlling copies of citations issued by the AGENCY.
- c) A method for processing, collecting, and controlling fines and fees paid at any stage of the citation process, including, but not limited to, accounting and auditing procedures.
- d) Process citation refunds when requested by the violator for overpayments or paid/dismissed citations. PMB shall process non-sufficient funds returned checks.

AGENCY shall provide the following to PMB:

- a) Establish an electronic citation writing program utilizing only the equipment and supplies provided by PMB upon the effective date of this Agreement.
- b) Establish a three-tiered parking citation fee structure for each type of violation.
 - I. First Level - An initial violation fee
 - II. Second Level - A delinquent fee
 - III. Third Level - A second delinquent fee for when the citations vehicle is placed on a registration hold with the Department of Motor Vehicles. The second and third level may be the same if desired.
- c) Establish a list of enforcement locations (parking lot locations).
- d) Establish a list of enforcement officers that will be utilizing the PMB mobile device.
 - I. Full Name
 - II. Call Sign Number/Badge Number (must be unique)
- e) Establish a list of violation names and codes.
 - I. Violation Code
 - II. Violation Name
- f) Establish a minimum of two hearing officers responsible for administering first level disputes.
- g) Establish a hearing officer responsible for administering second level disputes.
- h) Provide a file containing the AGENCIES preferred artwork/design, which will be printed in the AGENCIES customized ticket rolls.
- i) Provide a list of users who will be accessing the parking citation database.
- j) Provide information needed for county remittance
- k) Provide DMV requester code. If the AGENCY does not have a requestor DMV requestor code, it is the responsibility of the AGENCY to apply for one. The AGENCY is not allowed to process parking ticket using the PMB equipment without a DMV requestor code.
- l) Provide a list of users who will be accessing the parking citations database.

7) **Software**

During the term of this Agreement, PMB grants to the AGENCY a non-exclusive right to access the PMB Online Software for its Authorized Users. PMB grants the Subscription for the Authorized Purposes and no other purposes. PMB has the right to monitor the database for safety and security of the systems. The AGENCY may add Authorized Users by notifying in writing the PMB Lead Administrator. AGENCY shall be responsible for retrieving of statistical reports which can be generated from the PMB software databases.

AGENCY shall be responsible for applicable monthly data plan fees associated with each PMB handheld device used.

PMB shall provide software maintenance/updates on all equipment provided by PMB. Except where required by law to disclose information related under this agreement, each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as required by law, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

AGENCY shall not:

- a) Reverse engineer, decompile, or otherwise attempt to gain access to the source code for the software used to operate the PMB software and services or handheld citation writers, or create derivative works based on PMB software,
- b) Copy, frame or mirror any feature, function, part, graphic or content of PMB software, or
- c) Access PMB software in order to build a competitive product or service.

8) Equipment

PMB will assess and determine how many citation writers and printers are necessary to maintain parking enforcement operations for the AGENCY. This assessment is based on tickets issued annually and the amount of enforcement staff for the AGENCY. PMB will provide and maintain the following equipment necessary for the implementation and administration of the parking enforcement program for AGENCY.

- a) Programmed citation writers
- b) Handheld citation printers
- c) Weather proof citation rolls
- d) Kiosk for public access/use to pay or dispute parking violations online (optional)

This equipment will remain the property of the PMB. PMB shall not be responsible for the replacement of equipment lost or damaged by the AGENCY due to abuse, neglect or use during inclement weather.

Additional citation writers, printers and/or accessories may be requested by AGENCY for additional costs. If such requests are outside the scope of the amount determined by PMB's assessment, AGENCY has the option to purchase additional citation writers, printers and accessories from PMB. The price for the additional purchase shall be reflected in a separate quotation. The equipment, if purchased by AGENCY, shall be the property of the AGENCY.

If loss or damage to PMB equipment occur, the AGENCY should notify PMB of the incident immediately. If any of the PMB equipment is damage or lost by the AGENCY, PMB may charge for the repair or replacement of the item. The severity of damage and associated fees will be determined by PMB.

9) Hardware

AGENCY shall be responsible for the proper care, use, storage, and safeguarding of equipment that is the property of PMB. PMB will provide AGENCY the equipment guidelines and specifications for maintenance care. Malfunctions shall be immediately reported to PMB. PMB shall not be responsible for the replacement of equipment lost or damaged by the AGENCY due to abuse, neglect or use during inclement weather.

10) Password and Security

PMB will control the issuance of passwords and user IDs for the use of the application by AGENCY's Authorized Users. AGENCY shall be responsible for the confidentiality of all passwords. AGENCY acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to AGENCY, and that any transactions under AGENCY's password will be deemed to have been performed by AGENCY.

11) Hosting Services & Performance

PMB will provide AGENCY access to the web-based application via the Hosting Services and Hosting System. AGENCY may access the application online from any device connected to any online service provider. PMB shall undertake reasonable efforts to provide AGENCY with consistent service in a shared hardware environment.

- a) Sufficient to access the application on PMB Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for internet interruptions, outages, and routine maintenance performed pursuant to notice to AGENCY. PMB shall monitor its Application Server and undertake reasonable efforts to restore promptly all failures of service, excluding failures not caused by PMB, at no additional charge to AGENCY.

PMB shall provide a web site for the online payment of parking violations. The PMB web site shall provide Administrative Review information and resources for contesting parking violations.

Although PMB will take reasonable steps to provide error-free, continuous hosting services, PMB does not represent, warrant, or guarantee that the hosting services will be interrupted or error-free. As a result, the hosting services are provided “As Is” without warranty of any kind.

PMB shall maintain any and all documents and records demonstrating or relating to PMB's performance of services pursuant to this Agreement. PMB shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to AGENCY pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures. Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, within fourteen (14) business days of request upon written request by the AGENCY or its designated representative. Copies of such documents or records shall be provided directly to the AGENCY for inspection, audit and copying when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available to PMB's address indicated for receipt of notices in this Agreement.

12) Training

PMB shall provide equipment and training to administer and support AGENCY parking citation enforcement program.

PMB shall provide initial training to access the parking program for citation and the retrieval of reports as required by the AGENCY.

AGENCY shall pay all fees and expenses associated with PMB'S travel, lodging, meals, and other incidental expenses related to on-site visits for training and other requested visits as requested by AGENCY. All travel shall be coach economy. Lodging and meals must be within guidelines agreed upon by PMB and AGENCY. Expenses over twenty-five (\$25.00) shall be supported by documentation.

Travel cost shall be deducted from the monthly revenue statement.

13) Authorized Purposes

Authorized individuals are allowed access to the PMB data system for purposes of updates, modifications, and view customer record information. Authorized individuals are not allowed to perform any changes to the PMB data system that can cause damage to the system or changes that are not authorized by PMB.

Terms & Conditions

Independent Status

AGENCY and its employees in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of PMB. While AGENCY may be required by this agreement to carry Worker's Compensation Insurance, in no event shall AGENCY and its employees and agents be entitled to unemployment or workers' compensation benefits from PMB.

Governing Law

To the extent not inconsistent with applicable federal law, this Agreement shall be construed in accordance with and governed by the laws of the State of California.

Waiver of Rights

Any action or inaction by PMB or the failure of PMB on any occasion to enforce any right or provision of this Agreement shall not be a waiver by PMB of its rights hereunder and shall not prevent PMB from enforcing such provision or right on any future occasion. PMB's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

Time

Time is of the essence in the performance of this Agreement.

Use of Data

AGENCY shall not utilize any non-public PMB information it may receive by reason of this Agreement, for pecuniary gain not contemplated by this Agreement, regardless of whether AGENCY is or is not under Agreement at the time such gain is realized. PMB specific information contained in the report, survey, or other product developed by PMB pursuant to this Agreement is the property of PMB, and shall not be used in any manner by AGENCY unless authorized in writing by PMB.

Nondiscrimination

During the performance of this Agreement, AGENCY shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

Indemnification

PMB shall indemnify, defend, and hold harmless the AGENCY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of PMB, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY.

AGENCY shall indemnify, defend, and hold harmless PMB, the State of California, the Trustees of the California State University, the Chancellor, California State University, Stanislaus and their employees, officers, directors, volunteers and agents of each of them from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of PMB.

Insurance

The insurance furnished by PMB and AGENCY under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated.

- a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- b) Business Automobile Liability Insurance-Limits of Liability
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
- c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

Assignments

AGENCY shall not assign this Agreement, either in whole or in part, without the express written consent of PMB. PMB may assign this agreement either in whole or part, without the express written consent of AGENCY.

Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by email or certified mail; postage prepaid and return requested, addresses as follows:

PMB:	PARKING MANAGEMENT BUREAU (PMB)	AGENCY:	CITY OF MARINA
	One University Circle		211 Hillcrest Ave
	Turlock, CA 95382		Marina, CA 93933

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Examination and Audit

For Agreement in excess of \$10,000, AGENCY shall be subject to the examination and audit by

- d) the Office of the University Auditor, and
- e) the Bureau of State Audits, for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of the

agreement, including, but not limited to, the costs of administering the Agreement. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

Compliance with NLRB Orders

AGENCY declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against AGENCY within the immediately preceding two-year period because of AGENCY's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296.

Americans With Disabilities Act (ADA)

AGENCY warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). AGENCY hereby warrants the products or services it will provide under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. AGENCY agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. AGENCY further agrees to indemnify and hold harmless PMB from any claims arising out of AGENCY's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

Drug-Free Workplace Certification

AGENCY certifies that AGENCY shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - I. the dangers of drug abuse in the workplace;
 - II. the person's or organization's policy of maintaining a drug-free workplace;
 - III. any available counseling, rehabilitation and employee assistance programs; and,
 - IV. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed or resulting Agreement :
 - I. will receive a copy of the company's drug-free policy statement; and,
 - II. will agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Note: Authority Cited: Government Code Section 8350-8357

Entire Agreement

This Agreement represents the entire, complete, final and exclusive expression of the parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between PMB and AGENCY prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein, shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Forced, Convict, Indentured and Child Labor

By accepting an agreement with PMB, AGENCY:

- a) certifies that no equipment, materials, or supplies furnished to PMB pursuant to this Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. AGENCY further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Agreement Code Section 6108.

- b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine AGENCY's compliance with the requirements under paragraph (A).

Expatriate Corporations

AGENCY declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with PMB by The California Taxpayer and Shareholder Protection Act of 2003, Public Agreement Code Section 10286, et seq.



EXCEPT AS AMENDED herein, all other terms and conditions of AGENCY Agreement for Processing of Parking Citations referred to shall remain unchanged, in full force and effect.

PARKING MANAGEMENT BUREAU (PMB)

CITY OF MARINA

Andy Roy, Chief
University Police Department

Date

City of Marina

Date

Vice President, Business & Finance

Date

City of Marina

Date

Scope of Work

This Scope of Work (SOW) outlines the high-level solution, deliverables and estimated costs required to maintain an enterprise wide solution for Parking Management Bureau. This SOW is subject to the terms and conditions of the AGENCY Agreement. Throughout this document, Parking Management Bureau will be referred to as “PMB” and CITY OF MARINA as “AGENCY”.

1.1) Overview

The overall goal in maintaining products and utilizing PMB services is to design and implement an effective solution to support specific business needs and to maximize organizational goals. The primary outcome of implementing this SOW is a working solution that supports the achievement of the organization’s critical success criteria, which are stated below.

The project objective is for the AGENCY and PMB to collaborate in integrating the AGENCY’s parking records and operations within the **PMB parking web services database**. The purpose is to work with AGENCY’s project team to successfully assess and improve the AGENCY’s parking services operations.

1.2) Solution Overview

The PMB parking services is a menu of comprehensive services, which are outlined further in the section. The following table describes the tasks that PMB can perform as part of this engagement. The AGENCY will receive three (3) months, or up to thirty (30) hours of resource availability per month, for a total of ninety (90) hours for the full scope of work, to allocate to any of the **integration** tasks listed in the matrix below. Unused monthly hours will not rollover to the following month.

Deliverable Area	
Task	Description
Parking Citation Processing Services	• Dedicated Client Point of Contact • Database configuration and management

2) Phases and Deliverables

PMB follows the Project Management Methodology to implement its solutions. Phases include Initiating, Planning, Executing, Monitoring, Monitoring & Controlling and Closing. Within the Executing phase, activities are further categorized into sub-phases of Design & Build, Test and Deliver & Stabilize.

2.1) Responsibility Matrix

A responsibility assignment matrix, (also known as RACI matrix) describes the Deliverables and each party’s respective role relating to each Deliverable. Deliverables are those items specifically identified as a “Deliverable” in this SOW. The table below provides an overview of categories of responsibility.

Category	Description
Responsible (R)	The party who does the work to achieve the Deliverable. One party is assigned as the responsible party, although other parties are delegated to assist as required.
Accountable (A)	The party ultimately answerable for the correct and thorough completion of the Deliverable. An accountable party must sign off (approve) on work that the responsible party provides. One accountable party is assigned for each Deliverable.
Consulted (C)	The party who is consulted before a decision or action is taken. Consulted parties are not expected to produce the Deliverable, but instead will provide general advice concerning the Deliverable.
Informed (I)	Those parties who are kept up-to-date on progress, often only on completion of the Deliverable.

2.2) **Deliverables**

Deliverable	Description	Phase	AGENCY	PMB
Project Management Controls	The following artifacts will be used to monitor, control and communicate project progress - Kick off email - Meeting Agendas - Status Reports	Monitoring & Controlling	A, C	R

2.3) **Deliverable Acceptance Procedures**

Deliverable acceptance procedures apply only to Deliverables for which PMB has been designated as the “R” party. The provisions of the Agreement are supplemented by the Deliverable acceptance provision below.

- PMB will make available Deliverable to AGENCY for review and acceptance
- AGENCY will provide an adequate number of resources to review Deliverable to confirm conformity in all material respects based upon mutually agreed requirements and specifications developed during this Project.
- AGENCY will provide written notice of acceptance or rejection within ten (10) business days of notification of delivery. Deliverables which are not rejected by AGENCY within above time period shall be deemed accepted.

3) **Assumption & AGENCY Responsibilities**

The performance of Services, timing, resources and fees associated with this SOW are based on the assumption and AGENCY’s responsibilities set forth below. Should any of these assumptions not be fully realized or should the AGENCY fail to timely perform its responsibilities below and elsewhere in the this SOW, a Change Order shall be required resulting in adjustments of the fees, expenses, and schedule associated with this SOW.

3.1) **General & Responsibilities**

- AGENCY shall provide resources to fulfill the following core roles:
 - Project Manager, who will work with the PMB Project Manager to coordinate meeting resources, assist with Project planning, help resolve issues/manage risk, provide feedback for initiative prioritization, assist with roadmap production and ensure that appropriate management approvals are obtained in a timely manner.
 - Business and Technical Subject Matter Experts as needed to attend various sessions to provide knowledge and insight into the data, processes and tool for each activity being investigated. Additionally, the AGENCY will be available to provide follow-up materials and answer questions after sessions have concluded, and provide feedback on associated Deliverables.

- AGENCY will provide PMB with the information needed to configure database and associated modules for the integrated services agreed upon.
- AGENCY shall provide PMB with a timely and complete access to, and ensure the availability of, all the AGENCIES personnel data, documentation, information, standards, systems and other resources that may be reasonably necessary for PMB to perform the Services.
- AGENCY will cooperate with PMB in taking actions and executing documents, as appropriate, to achieve the objectives of this SOW. AGENCY agrees that PMB performance is dependent on AGENCY's timely and effective cooperation with PMB. Accordingly, AGENCY acknowledges that any delay by the AGENCY may result in PMB being released from an obligation or scheduled deadline or in the AGENCY having to pay additional fees for PMB's agreement to meet a specific obligation or deadline despite the delay.
- AGENCY acknowledges and agrees to provide PMB with prompt and adequate responses to its requests for information and other requests for information and other requests related to the Services to be performed under this SOW. In the event that PMB has made a request related and the AGENCY has not responded promptly with the requested information, PMB may issue a "Final 30-Day Project Notice" ("Final Notice") to the AGENCY. If the AGENCY does not respond as requested to the Final Notice, the AGENCY agrees that PMB shall be relieved of any further obligations which have not been completed under the SOW and the AGENCY shall remain liable for payment of all Services fees as set forth herein. Any and all services requested by the AGENCY following the expiration of the aforementioned thirty (30) day period will require the AGENCY and PMB to execute a new SOW and the AGENCY shall be responsible for any additional Services fees contemplated there under, even if listed in the original SOW.
- AGENCY is responsible for the completeness and correctness of all documentation presented to PMB, and shall verify the accuracy of completeness of the information provided.
- AGENCY shall ensure the accuracy of all data presented to PMB.
- While PMB may provide limited support for data testing as specified in the Deliverables section, the AGENCY remains responsible for data testing, data cleanup, data setup, the resolution of source data or third party data integrity defects.
- AGENCY shall provide appropriate infrastructure to support the solution and will be responsible to purchase any required hardware or software.
- AGENCY shall work with applicable vendor(s) for the resolution of defects in all third-party software and to resolve defects in the AGENCY's legacy applications.
- AGENCY's business leaders will be responsible for timely decision making, critical issue resolution, and efforts to promote this Project internally as defined by project governance.
- AGENCY will notify the appropriate vendors and make the necessary arrangements for PMB to conduct interviews to gather details about the vendor's processes.
- PMB is not responsible for any modification or other change made to any Deliverable by AGENCY or third-party.
- AGENCY will be responsible for obtaining all necessary license and use rights for any such items that will be utilized by PMB in connection with the Project and to provide PMB legal access thereto.
- Completion of Deliverables assumes AGENCY (e.g., business leaders, team members, IT resources, business Subject Matter Experts (SME), etc.) are available to support activities such as workshops, meetings, document review sessions, etc. If Business SMEs cannot provide adequate time, the Deliverable schedule and activities are subject to change.
- AGENCY will provide the necessary business/IT experts and decision makers to attend and support the work sessions. PMB will assist the AGENCY with identification of the necessary participants.
- AGENCY shall submit files using Secure FTP (File Transfer Protocol). If data cannot be supplied in the requested format, the AGENCY and PMB will discuss options and additional fees may apply.

4) Change Orders

PMB shall perform the services specified in this SOW. Any other services or changes identified by the parties require a duly executed Change Order documenting the change in Statement of Work, additional (or exchanged) services to be delivered and resources required, any changes to the project plan and/or deliverable dates (if applicable), and additional estimated fees (if applicable).

Both parties must properly execute the change order before any resources will be assigned or any additional/changed services will be performed. Any properly executed Change Order is subject to the terms of the Services Agreement and this SOW.

4.1) Expiration of Services

If, (i) within one year of execution of the SOW, the AGENCY has not scheduled any work to be performed, or (ii) the AGENCY has scheduled work to be performed, but due to the unavailability of the AGENCY such work has not commenced within six (6) months of being scheduled, the SOW will be deemed to be terminated by the AGENCY and any fees paid in connection with this SOW shall be retained by PMB and applied towards a cancellation fee. Prepaid services not scheduled within eighteen (18) months shall be deemed expired and any fees paid in connection with this service shall be retained by PMB.

4.2) Cancellation Policy

In the event services are scheduled pursuant to this SOW and the AGENCY cancels or postpones with less than ten (10) business days' notice, the AGENCY shall pay for the committed hours at the applicable rates plus any out of pocket expenses incurred.

May 11, 2017

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 16, 2017

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2017-,
APPROVING AGREEMENT WITH PARKING MANAGEMENT BUREAU,
OF TURLOCK, CALIFORNIA, FOR USE OF THEIR PARKING
CITATION PROCESSING SERVICES, AUTHORIZE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES AND AUTHORIZE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2017-, approving agreement with Parking Management Bureau, of Turlock, California, for use of their parking citation processing services, and;
2. Authorize Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute the agreement on behalf of City subject to final review by the City Attorney.

BACKGROUND:

As a course of business, many police departments contract with vendors who provide parking citation processing services. These services include data storage, fine retrieval, citation noticing, fine collection et cetera. Law enforcement agencies enter into agreement for this type of service as the process is highly labor intensive and they do not possess the personnel to administer this type of service.

The Police Department contracted for many years with a citation processing vendor to process parking and administrative citations. However, the Department ended its relationship with the vendor due to the ever increasing rates being charged. Alternative vendors were sought out. But, during the search it was found that based on the number of citations written per year by the Department it was more fiscally responsible and advantageous for the Police Department to process its own parking and administrative citations.

In FY 2013-2014 the Police Department lost a number of positions that included one records technician position. The loss of this position has increased the workload of the Records Bureau and its ability to complete all its assigned tasks. This created an overabundance of overtime for Records Bureau staff. Due to the excessive amount of overtime, the overtime had to be curtailed and citation processing is done as time allows, which has led to delays in processing.

As citation processing has become difficult to complete, the Department revisited the idea of retaining a vendor to process all of its parking citations and located three vendors who fit the needs of the Department. The three vendors, Parking Management Bureau, TurboData Systems and Passport were contacted and evaluated by staff.

Based on affordability, user friendliness and ease of use Parking Management (PMB) was selected by staff to be the best fit for the Department. Additionally, the cost of retaining PMB is more cost effective than hiring a records technician.

ANALYSIS:

Staff researched vendors that provide citation processing and reached out to other agencies to determine what companies they were utilizing. Three companies were contacted including Parking Management Bureau, TurboData and Passport. They were asked to provide contracts or outlines of their services along with fee structures. Information was received from all three companies and after reviewing each, it was determined that Parking Management Bureau provides competitive pricing and the most thorough service to meet the Department's needs.

PMB is operated through California State University, Stanislaus (CSUS) Police Department. CSUS PD utilizes PMB on their campus and due to success with the program, they are now offering the service to clients. They use their own product and utilize PMB equipment and software proving their vested interest in ensuring the system is dependable and efficient.

PMB manages citations electronically, reducing paperwork and staff time in processing and entering the information. Marina Police Department will receive hand-held devices from CSUS Police Department to be used by staff to write citations. These devices are an android device and upload citations almost immediately to PMB, making it accessible to the violator to make payment or see photos attached to the citation. The added benefit citation processing through PMB is that it will provide efficient customer service and ease of communication between citizen, Marina Police Department and PMB.

Fees are paid on the number of citations issued by Marina Police Department. There is no minimum citation per month fee assessed to the City as is done by other vendors. Payment to PMB is accomplished through automatic monthly deductions taken by PMB from citation fines. As such the City need not remit payment each month. Per the PMB agreement and quote (“**EXHIBIT A**”), this three year agreement will cost the City per year:

1. Year 1 = \$1,750.00
2. Year 2 = \$1,450.00
3. Year 3 = \$1,450.00

At these annual costs, it's more cost effective to process and manage citations by contracting with a vendor rather than utilizing existing staff.

FISCAL IMPACT:

Should Council approve this three year agreement a reoccurring monthly cost will be automatically deducted from citation fines by PMB in accordance with the appropriate year of the agreement.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Richard J. Janicki, Jr.
Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Roberto Filice
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina