



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Professional Services Agreement - Automated Parking Citation Services with the City of Inglewood through the "Inglewood Citation Management Services" (ICMS)

Resolution Amending the Revised and Restated Master Fee Schedule

RECOMMENDED MOTION:

Approve the Professional Services Agreement by and between the City of Inglewood and the City of Sausalito for automated parking citation services

Approve and Adopt the Resolution Amending the Revised Restated Master Fee Schedule to Add Convenience Fee

SUMMARY

The City of Sausalito has contracted with the City of Inglewood since 1996 for the purpose of processing parking citations through an automated system. The City of Inglewood recently upgraded their system through Duncan Solutions which required the City of Sausalito to transition the computer program currently being used. With this upgrade, the City of Inglewood is offering additional services related to parking citation processing.

BACKGROUND

Prior to contracting with the City of Inglewood, the Marin County Municipal Courts processed parking citations for the City of Sausalito. When the Courts terminated their role in parking citation processing, the City of Sausalito entered into a contract with the City of Inglewood to perform this function. It was at this time that the City of Sausalito began using handheld "AutoCites" to automate and improve the City's ability to notice and bill our customers through a computer system.

On April 17, 2007, the City of Sausalito entered into a contract with the City of Inglewood which specified the parking citation processing system, and included a third party collection system, "Law Enforcement Systems, Inc." (LES) serves as a collection mechanism for parking citation recipients who have failed to pay their parking citation

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fee. It was recognized during this contract, that the City of Inglewood had not raised its fees charged to the City of Sausalito since the inception of the agreement in 1996.

With the transition to this new system, the City of Inglewood has selected Duncan Solutions to host the new system. Duncan Solutions has been in the parking business for many years, and the City of Sausalito has used Duncan for purchasing parking meter equipment for many years. The City of Inglewood is proposing fee increases to go along with their new system termed "Inglewood Citation Management Services" (ICMS).

ISSUES

The proposed parking citation management system will allow parking citation recipients the opportunity to pay their fee through an Integrated Voice Response Payment System (IVR) as well as through an Internet Payment Service (via the City of Sausalito web site). Both of these features are new attractions that were not offered to the City's customers prior to this agreement. Both of these services will require the City of Sausalito to charge the customers a "convenience fee" of \$3 per transaction to cover the costs of this service. This charge is a common charge for this service.

Recipients of parking citations will receive their first notice of violation and fine via the parking citation that is placed on the violators' vehicle. A second notification is sent out (7 to 10 days after the initial notice) through the ICMS via a postcard to remind the customer of their obligation to pay the fine as well as the notification of escalating fees and possible collection services for failure to pay.

A third notification, for those persons who have not responded to the first two notifications, is sent to the customer (approximately 30 days after the second notice) through the ICMS via a postcard to remind the customer of the escalating fine and if not paid by a certain date, the matter will be sent to collection. Once the matter is sent to collection, a 35% fee is assessed to cover the costs associated with the LES collection services. The collection service fee has been adopted in the City's Master Fee Schedule.

In addition to IVR and Web payment feature, ICMS has a wide range of services that they offer to the City of Sausalito including manual citation imaging/data entry, administrative support, lockbox payment processing. Based upon the scenario of the issuance of 11,000 parking citations, these new services will cost approximately \$8,200 (net of convenience fee offset) in additional expenses compared to our existing contract.

The OMIT Committee met on January 14, 2008, and is recommending that the City Council approve the new services. Currently, the Police Department has a budgeted \$15,000 (1000 hours) per year part-time temporary employee performing the manual

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data entry and payment processing function. Staff is recommending that this position be preserved as a 15-hour week position to provide citation support with City of Inglewood contract and to parking lot operation for customer support, billing inquiry, and DataPark management report development. Police Department will continue to handle citation appeal and review in-house.

FISCAL IMPACT

The cost associated with this new service is based upon the number of citations the City issues. It is also based upon the number of notices that ICMS must send to the unpaid customers. Based on 11,000 citation issuance, the projected additional cost will be approximately \$8,200. By adopting the "convenience fee" for those who wish to pay by telephone or internet, it will help to offset the increased cost.

STAFF RECOMMENDATIONS

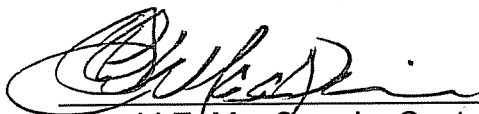
Approve the Professional Services Agreement with the City of Inglewood for automated parking citation services through the Inglewood Citation Management Services

Approve and Adopt the Resolution Amending the Revised Restated Master Fee Schedule Resolution No. 4914 to Add Convenience Fee

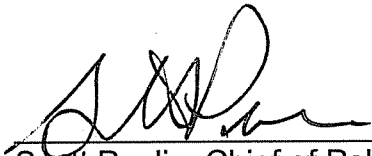
ATTACHMENTS

- 1 – City of Inglewood Agreement
- 2 – Resolution Adopting a Revised and Restated Master Fee Schedule to Add Convenience Fee

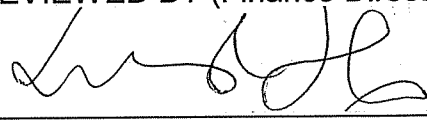
PREPARED BY:


Donald E. MacQuarrie, Captain

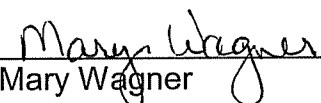
REVIEWED BY (Department Head):


Scott Paulin, Chief of Police

REVIEWED BY (Finance Director):

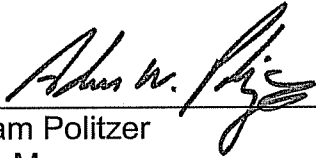

Louise Ho

REVIEWED BY (City Attorney):


Mary Wagner

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SUBMITTED BY:



Adam Politzer
City Manager

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CITY OF INGLEWOOD

AGREEMENT NO. 08 - _____

THIS AGREEMENT is made and entered into this ____ day of January, 2008, by and between the City of Inglewood ("City" or "Inglewood"), a charter city and municipal corporation, with its principal offices located at One Manchester Boulevard, Inglewood, California 90301 and City of Sausalito ("Client Agency"), a municipal corporation, with its principal place of business located at 420 Litho Street Sausalito, CA 94965.

WHEREAS, Client Agency previously entered into an agreement with City of Sausalito to provide automatic parking citation services and Client Agency desires to continue its arrangement with City wherein Client Agency's parking citation services are automated;

WHEREAS, City, pursuant to California Vehicle Code (CVC) § 40200.5, is desirous of continuing its arrangement with Client Agency wherein City assists City of Sausalito with computerized Client Agency with automated parking citation services; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INGLEWOOD DUTIES

A. Inglewood Citation Management Services (ICMS)

City provides citation management services through the organization called "Inglewood Citation Management Services" (ICMS). City staff provides contract management services to plan and direct all contract service providers' performance and provide coordination of all services Client agency. City, through ICMS staff, also provides technical direction for each contractor's services and takes corrective action for any problems or issues that develop.

B. Program Management Services

City shall provide the following program management services through ICMS under this agreement:

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- 1 1. Contract services for citation processing, parking permit system and related
- 2 services
- 3 2. Direction of day-to-day operations between contract service providers and Client
- 4 agency
- 5 3. Coordinate client group meetings and conferences
- 6 4. Management consulting services
- 7 5. Expedited purchasing of services and equipment

8 **ARTICLE 2 – CLIENT AGENCY’S DUTIES**

9 Client Agency agrees to the following obligations:

- 10 A. To provide City with all information deemed necessary for the performance of its
- 11 services under this agreement.
- 12 B. To attend City sponsored Parking Citation training, conferences and seminars as
- 13 appropriate to learn the functions of the citation management system, operating
- 14 policies and procedures and regulations related to parking ticket processing and
- 15 collections.
- 16 C. To obtain and maintain an Internet Service Provider (ISP) connection, at its sole
- 17 expense, for access to the ICMS Citation Management System.

18 **ARTICLE 3 – SERVICES AND COMPENSATION**

19 **Citation Services**

20 1. Citation Processing Fees

21 The Client Agency agrees to pay City for its citation handling services the fees
22 described in Exhibit “A” for all services it selects to purchase. The City’s current rates
23 are set forth in Exhibit “A”. The citation processing fees, including but not limited to
24 those set forth in Exhibits “A”, shall be adjusted July 1st of each year based on the
25 annual percentage change in the Los Angeles\Long Beach Consumer Price Index
26 (CPI), as identified each June 1. The annual adjustment shall not exceed (three and
27 one half percent) 3.5% in any one year. The annual adjustment to the citation
28 processing fees shall commence July 1, 2009 and shall be applicable for each year

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1 thereafter during the term of this agreement.

2 2. Notice Processing and Mailing Fees

3 The Client Agency agrees to pay City the fees set forth in Exhibits "A" for printing and
4 mailing of notice letters and postcards. These rates include the then current U.S. first
5 class postage rate charge for each letter or postcard and are subject to adjustment if
6 postal rates are modified in the future.

7 3. Internet Payment Service

8 City and its contract service provider shall provide an optional Internet Payment
9 System for online payment inquiry and payment processing service for the public to
10 use. If Client Agency selects this service, Client Agency agrees to pay City the fees
11 set forth in Exhibits "A".

12 4. Integrated Voice Response Payment System (IVR)

13 City and its contract service provider shall provide an optional Telephone Integrated
14 Voice Response (IVR) Payment System for telephone payment inquiry and payment
15 processing service for the public to use. If Client Agency selects this service, it agrees
16 to pay City the fees set forth in Exhibits "A".

17 5. Other Services

18 The scope of services available to Client Agency is provided in Exhibit "A" of this
19 agreement. Technical and operational details have been provided to the Client
20 Agency in Program Overview documents. Exhibit "B" provides optional equipment,
21 supplies and services that may be purchased by Client Agency by issuing a separate
22 confirming purchase order.

23 6. Delinquent Citation Collection Services

24 City provides collection services, including tax offset lien filing services with the State
25 of California Franchise Tax Board (FTB), for collection of delinquent citations. The
26 alternative levels of service for delinquent citation collection services are set forth in
27 Exhibit "C". The business process and procedures that will be used to collect the
28 outstanding and delinquent citations will be mutual agreed upon by the Client

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1 Agency, Inglewood and the contract service provider, in a manner to optimize
2 collections in a cost effective manner.

3 7. Invoicing

4 Fees for services will be billed to Client Agency on a monthly basis or deducted from
5 citation revenues collected based on mutual agreement between Client Agency and
6 City. Documentation of the revenue collected and fees incurred will be prepared by
7 City and submitted to the Client Agency on a monthly basis. Invoices shall be paid by
8 Client Agency within (30) thirty days of receipt.

9 **ARTICLE 4 - CONFIDENTIALITY OF DOCUMENTS**

10 All of the Client Agency's citation data is and shall remain the property of the Client
11 Agency. All the data prepared, assembled, or maintained by City pursuant to this
12 agreement is confidential and City agrees that they shall not be made available to any
13 individual or organization without the prior written approval of the Client Agency, or
14 upon proper court order, except as provided by the California Public Records Act.

15 **ARTICLE 5 - SECURITY OF DMV DATA**

16 City and the Client Agency agree that either prior to or as soon as is practical following
17 the execution of this, both parties shall execute a Memorandum of Understanding with
18 the California Department of Motor Vehicles relating to the services provided by this
19 agreement. City and the Client Agency agree that all the terms and conditions
20 contained in the Memorandum of Understanding which they separately execute with
21 California Department of Motor Vehicles shall be binding on the parties hereto. The
22 parties hereto agree that the terms and conditions of security of DMV data include, but
23 are not limited to the following:

24 A. Information Use

25 1. The Client Agency requesting Department of Motor Vehicles information
26 ("Requester") shall not use such records and information for any purpose except
27 that which has been approved by the California Department of Motor
28 Vehicles ("DMV").

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1 2. When a non-law enforcement agency receives information from DMV records
2 that indicates a vehicle or vessel has a Department of Justice (DOJ) stop, Requester
3 shall immediately notify local law enforcement of its location, if known.

4 B. General Security Requirements

5 1. Requester shall maintain the security and integrity of the information
6 it receives from DMV. A violation of any provision of the agreement, whether by
7 omission or commission, shall be grounds for action by the DMV and may result in
8 suspension or termination of service to requester.

9 2. Requester shall ensure compliance with all the security provisions of this
10 agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the
11 DMV's Information Services Branch-Policy Development Unit, by telephone, at (916)
12 657-5583 within (1) one business day. A written notification containing all facts known
13 to the Requester shall be prepared by the Requester within three (3) business days
14 and mailed to the Department at the following address:

15 Department of Motor Vehicles
16 Information Services Branch Policy Development Unit- H225
17 P.O. Box 924890
18 Sacramento, CA 94290-0001

19 3. Requester shall require the system administrator and every employee having
20 direct or incidental access to Department records to sign a copy of the Employee
21 Security Statement (INF 1128), upon initial authorization for access to Department
22 records and annually thereafter. A copy of the Requester's signed statement shall be
23 maintained on file for at least two (2) years following the deactivation or termination of
24 the authorization and shall be available to the DMV upon demand.

25 4. Requester shall restrict the use and knowledge of requester codes and
26 operational manuals to persons who have signed an Employee Security
27 Statement (INF 1128).

28 5. Requester shall maintain a current list of names of persons authorized

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1 to access DMV records. This list shall be available to the DMV upon demand.

2 6. Access terminals and modems shall not be unattended while in active
3 Session unless secured by a locking device that prevents entry or receipt of
4 information, or are placed in a locked room that is not accessible to unauthorized
5 persons.

6 7. Video terminals, printers, hardcopy printouts, or any other form of duplication
7 of DMV approved records that are located in public access areas shall be placed so
8 that the records shall not be viewed by the public or other unauthorized persons.

9 8. All information received from the DMV's files must be destroyed once its
10 legitimate use has ended. The method of destruction for DMV records will be
11 conducive to the type of record requested and shall be done in a manner which
12 eliminates the reproduction or identification of the destroyed records in any physical or
13 electronic form.

14 9. Other than to a DMV approved vendor or agent, Requester shall not disclose
15 its DMV assigned requester code, either orally or in writing, to anyone who is not in the
16 direct employ of Requester or who has not signed the Employee Security Statement
17 (INF 1128).

18 10. Requester shall not sell, retain, distribute, provide or transfer any record
19 information or portion record information acquired under this agreement except as
20 authorized by the DMV.

21 **ARTICLE 6 – NOTICES**

22 Any notices given pursuant to this agreement shall be deemed received and effective
23 when properly addressed, posted, and deposited in the United States mail to the
24 respective parties as follows:

25 A. City of Inglewood
26 City Clerk
27 One Manchester Boulevard
28 Inglewood, CA 90301-1750

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1 With a copy to:

2 Dean Viereck, Enterprise Services Manager

3 City of Inglewood

4 One Manchester Boulevard

5 Inglewood, CA 90301-1750

6 B. Client Agency

7 City of Sausalito

8 Captain Don MacQuarrie

9 420 Litho Street

10 Sausalito, CA 94965

11 **ARTICLE 7 – TERM**

12 This agreement to remain in effect from February 1, 2008 through January 31, 2011
13 (Three year term), with an option for two (2) additional one year extensions. Either
14 party may terminate this agreement by providing 120 days written notification. Upon
15 termination, City agrees to provide the Client Agency with its citation history data files
16 necessary to service its citations in a computer readable form.

17 **ARTICLE 8 – INDEMNIFICATION**

18 1. Neither Client Agency nor any officer or employee of the Client Agency shall be
19 responsible for any damage or liability occurring by reason of anything done or omitted
20 to be done by City under or in connection with any work, authority or jurisdiction
21 delegated to Inglewood under this agreement. It is also understood and agreed that,
22 pursuant to California Government Code Sections 895 through 895.8, City shall fully
23 indemnify, defend and hold harmless Client Agency from any liability imposed for
24 injury, as defined by California Government Code Section 810.8, occurring by reason
25 of anything done or omitted to be done by City under or in connection with any
26 work, authority or jurisdiction delegated to City under this agreement.

27 2. Neither Inglewood nor any officer or employee of Inglewood shall be responsible
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1 for any damage or liability occurring by reason of anything done or omitted to be done
2 by the Client Agency under or in connection with any work, authority or jurisdiction
3 delegated to Inglewood under this agreement. It is also understood and agreed that,
4 pursuant to California Government Code Sections 895 through 895.8, the Client
5 Agency shall fully indemnify, defend and hold harmless Inglewood from any liability
6 imposed for injury, as defined by California Government Code Section 810.8,
7 occurring by reason of anything done or omitted to be done by the Client Agency
8 under or in connection with any work, authority or jurisdiction delegated to Inglewood
9 under this agreement.

10 **ARTICLE 9- LIMITATION OF LIABILITY**

11 In no event shall Inglewood be liable for special, indirect, incidental, consequential, or
12 exemplary damages, including, without limitation, any damages resulting from loss off
13 use, loss of data, interruption of business activities, or failure to realize savings arising
14 out of or in connection with the use of City's services or products provided by City staff
15 or contractors. Inglewood's liability for damages and expenses arising out of this
16 agreement, whether based on a theory of contract or tort, including negligence and
17 strict liability, shall not exceed one year's compensation of Citation Processing
18 transaction service charges as determined by rate in Exhibit "A" of this agreement.

19 **ARTICLE 10 – MODIFICATIONS**

20 No change, amendment or modification to this agreement shall be effective unless it is
21 in writing and signed by the authorized representatives of the parties hereto.

22 **ARTICLE 11 – MISCELLANEOUS**

23 The parties waive any benefits from the principles of contra proferens and interpreting
24 ambiguities against drafters. No party shall be deemed to be the drafter of this
25 agreement, or of any particular provision or provisions, and no part of this agreement
26 shall be construed against any party on the basis that the particular party is the drafter
27 of any part of this agreement.

28 This agreement may be executed in counterparts, and when each party hereto

1 has signed and delivered at least one such counterpart, each counterpart shall be
2 deemed an original and, when taken together with the other signed counterparts, shall
3 constitute one agreement, which shall be binding upon and effective as to all parties
4 hereto. Article titles, paragraph titles or captions contained herein are inserted as a
5 matter of convenience and for reference, and in no way define, limit, extend, or
6 describe the scope of this agreement or any provision hereof.

7 **ARTICLE 12 – SEVERABILITY**

8 In the event that any condition or covenant herein is held to be invalid or void by any
9 court of competent jurisdiction, the same shall be deemed severable from the
10 remainder of the agreement and shall in no way affect any other covenant or condition
11 herein contained as long as the invalid provision does not render the agreement
12 meaningless with regard to a material term in which event the entire agreement shall
13 be void. If such condition, covenant, or other provision shall be deemed invalid due to
14 its scope of breadth, such provision shall be deemed valid to the extent of the scope of
15 breadth permitted by law.

16 **ARTICLE 13 - GOVERNING LAW; VENUE**

17 This agreement shall be interpreted, construed and governed according to the laws of
18 the State of California. In the event of litigation between the parties, venue in state trial
19 courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest
20 District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event
21 of litigation in the United States District Court, venue shall lie exclusively in the Central
22 District of California, in Los Angeles.

23 **ARTICLE 14 - ENTIRE AGREEMENT**

24 This agreement, including any exhibits attached hereto, is the entire, complete, final
25 and exclusive expression of the parties' intent, with respect to the matters addressed
26 herein and supersedes all other agreements or understandings, whether oral or
27 written, or entered into between Inglewood and Client Agency prior to the execution of
28 this agreement. In the event of any conflict between the terms, conditions and

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1 provisions of this agreement and any other such agreement, document or instrument,
2 the terms, conditions and provisions of this agreement shall prevail. No statements,
3 representations or other agreements, whether oral or written, made by any party which
4 are not embodied herein shall be valid and binding unless in writing duly executed by
5 the parties or their authorized representatives.

6 **IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the
7 date first written above.

8 CITY OF INGLEWOOD

CITY OF SAUSALITO

9 _____
10 ROOSEVELT DORN

11 MAYOR

MAYOR

12 ATTEST:

ATTEST:

13 _____
14 YVONNE HORTON

15 CITY CLERK

DEBBIE PAGLIARO

16 APPROVED AS TO FORM:

DEPUTY CITY CLERK

17 _____
18 CAL SAUNDERS

19 CITY ATTORNEY

MARY WAGNER

CITY ATTORNEY

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1 **EXHIBIT A**

2 **SERVICES AND COMPENSATION**

3	Client: City of Sausalito		
4	Fees based on estimated citation volume 10K to 50K		Services
5	citations per year	Rates (13)	Selected
6	Citation Processing		
7	Citation Processing (1)	\$1.48	YES
8	Customer Services		
9	Manual Citation Imaging/Data Entry	\$.24	YES
10	Postage, printing & handling - Postcard Type Notice (2)	\$.34	YES
11	Postage, printing & handling - Postcard Type Delq. Notice (2)	\$.34	YES
12	Postage, printing & handling - Letter Type Notice (2)	\$.58	NO
13	Postage, printing & handling - Letter Type Delq. Notice (2)	\$.58	NO
14	Customer Service - per citation entered (3)	\$.22	NO
15	Administrative Support - per citation entered (3)	\$.40	YES
16	Lockbox Processing - per payment processed (4)	\$.40	YES
17	Lockbox Payment Adjustment (4)	\$.40	YES
18	Payment Exception Processing (5)	\$.18	YES
19	Phone Payments - Duncan Merchant Acct (6)	\$2.68	YES
20	Phone Payments - Client's Merchant Acct (7)	\$1.06	NO
21	Internet Payments - Duncan Merchant Acct (6)	\$2.68	YES
22	Internet Payments - Client's Merchant Acct (7)	\$1.06	NO
23	Telephone toll charges (no cost if toll free number provided)	At cost	NO
24	In-state registration information (8)	No Charge	YES
25	Out-of-State registration information (8)	\$.98 to \$4.50	YES
26	Collection Services		
27	FTB "Limited" Service (9)	15% + \$2.50	YES
28	FTB Full-Service (9)	35%	NO

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1	Comprehensive Secondary Collection Services (9)	35%	YES
2	Optional Equipment and Supplies		
3	Handheld Citation Writer - AutoCite No Camera (10)	Exhibit B	Available
4	Handheld Citation Writer - AutoCite With Camera (10)	Exhibit B	Available
5	Automated Citation and Envelope Stock (excl. shipping)	\$.16	Available
6	Cashier Module Equipment and Customization (11)	Exhibit B	NO
7	Other Services		
8	Dedicated Customer Service Staff	\$21/hour	NO
9	Onsite Technical Staff	\$60/hour	NO
10	Custom Programming (plus travel + expenses) (11)	\$110/hour	NO
11	Parking Permit Fulfillment (12)	Quote	NO

12 See notes for additional details about fees and administrative charges. Each client agency
13 approves a contract with the City of Inglewood to reimburse the City for the cost of citation
14 processing services using the billing for their service level and volume. ICMS clients have the
15 option to also contract for one of three levels of delinquent account collection services. Client
16 Agencies can modify their scope of services to add or stop individual services by issuing
17 written change notice to ICMS.

18 **NOTES**

- 19 1. The fee for use of the AutoPROCESS System is a transaction charge per citation
20 processed. The rate charged is dependent on the client agency annual citation volume.
21 Determination of "volume" is based on a client agency's citations processed during the
22 prior calendar year.
- 23 2. Rates for notice printing and mailing include postage at the current prevailing rate. This
24 service fee will be adjusted to offset any increase in the standard U.S. first class
25 postage rate in the future. Client agencies will be notified of postal rate changes and
26 the impact on service fees for letter and post card notices as they occur.
- 27 3. Customer service is an optional service with charges based fixed fee per total citations
28 processed. Two levels of service are available. Client Agencies that select the

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1 Administrative Support level receive the following services: call center services with a
2 toll free number for violators to call with citation inquiries, interactive voice response
3 service for inquiry on outstanding citations and frequently asked questions,
4 correspondence services including processing of all in-bound correspondence from
5 customers, scheduling of administrative review and hearing requests and resolution of,
6 administrative reviews when required and online forms for customers' correspondence.

- 7 4. Lockbox payment processing is an optional service with charges based on citation
8 payments processed. Funds collected will be deposited to a Client Agency designated
9 bank account or mailed to the Client Agency based on mutual agreement of the
10 preferred method. The Client Agency is responsible to notify Inglewood if a NSF check
11 situation occurs and they wish to reinstate the amount due, plus any NSF fee they wish
12 to impose. The client agency has the option to request a charge to customers be added
13 to the amount due for the citation.
- 14 5. Payment exception processing services relates to Lockbox payment processing
15 services with charges based on actual transactions processed. The notice letter fee
16 applies when a letter to customer is required.
- 17 6. The ICMS fee of \$2.68 per transaction for Internet and IVR payment processing
18 includes system use, telephone usage charges and charges for merchant service fees,
19 bank charges and credit card discount fees. Net proceeds will be transferred to the
20 Client Agency's designated bank account or paid on agreed upon scheduled.
- 21 7. If the client agency designates a credit card merchant account and a bank account, the
22 ICMS web and IVR payment fee is \$1.06 per transaction for Internet and IVR payment
23 processing, which includes system use and telephone usage. The Client Agency is
24 responsible for credit card merchant service fees, bank charges and discount fees. Net
25 proceeds will be transferred to the Client Agency's designated bank account or paid on
26 agreed upon schedule.
- 27 8. Costs to ICMS for obtaining out of state registered owner information will be billed
28 based on the actual charges incurred from provider of this information.

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- 1 9. Three levels of optional delinquent account secondary collection services are available.
2 Client agencies have the option of adopting collection fee charged to customer to offset
3 collection costs. Details on these services and rates are available in Exhibit C of this
4 agreement.
- 5 10. ICMS offers Client Agencies the option to use discounts price schedule for equipment,
6 supplies and services. The equipment, supplies and services can be quoted by the
7 ICMS contractor Professional Account Management LLC (Duncan Solutions). Duncan
8 Solutions may offer Client Agencies flexible financing terms including monthly lease-
9 purchase pricing Prices will vary bases on number of devices, equipment
10 configuration, peripherals, sales tax rate, length of agreement, shipping costs,
11 installation costs, extended warranty cost and technical support requirements. A
12 confirming purchase order needs to be issued by the Client Agency to confirm terms,
13 pricing and services.
- 14 11. The Client agency is billed for the cost of system customization, such as building
15 cashiering interface, at the custom programming hourly rate with no additional
16 administrative fee. All customization or special one-time services must be documented
17 in writing with a work order and cost estimate prior to initiating the work. All reasonable
18 out of pocket expenses and travel expenses related to this service will be reimbursed by
19 the client agency upon submittal of receipts.
- 20 12. The AutoPROCESS includes capability to issue and track parking permits. Use of this
21 module is available at no additional cost. If the client Agency wishes to outsource the
22 fulfillment of parking permits and processing of payments, ICMS can provide a proposal
23 for these services, including purchasing of permit stock.
- 24 13. ICMS citation processing and customer service fees are subject to an annual COLA
25 increase based on LA-Long Beach Consumer price index, with a not to exceed
26 limitation of 3.5% per year. The first year a COLA can be applied is as of July 1, 2009
27 and each July1st thereafter.

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1 **EXHIBIT B**

2 **City of Inglewood – Optional Equipment, Supplies and Services Price List**
 3 **Professional Account Management LLC, a Division of Duncan Solutions, Inc**
 4 **Prices Effective 09/01/2007**

DESCRIPTION	LIST PRICE	DISCOUNT PRICE
AutoCITE/AutoISSUE		
AutoCITE X3 Citation Issuance Devices		
X3 Base Handheld	\$3,500.00	\$3,150.00
(Future models will be provided at the same discount rate)		
AutoCITE Accessories		
GPRS Modem (X3)	\$550.00	\$495.00
Digital Camera (X3) Including IR Transceiver	\$550.00	\$495.00
1d BarCode Scanner (X3) intended for parking	\$350.00	\$315.00
2d BarCode Scanner (X3) intended for traffic	\$450.00	\$405.00
Multi-Space IR Transceiver Only (X3)	\$150.00	\$135.00
MagStripe Reader (X3)	\$450.00	\$405.00
Envelope Holder - Small (X3 style ticket)	\$20.00	\$18.00
Cover Case With Belt Clip (X3 only)	\$75.00	\$67.50
Stylus (4 pack)	\$12.00	\$10.80
Mag - Card Cleaners (per cleaner)	\$5.00	\$4.50
(Future models will be provided at the same discount rate)		
AutoCITE Charger/Multiplexers		
USB Charger (6 bays)	\$1,000.00	\$900.00

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USB Charger (6 bays) Annual Maintenance	\$50.00	\$45.00
Single User Charger Adapter a. Must order cigarette lighter power cord or single unit charger AC power source) b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.	\$50.00	\$45.00
Cigarette Lighter Power Cord (X3, Se, or older)	\$30.00	\$27.00
Single Unit AC Power Source (X3, S3, or older)	\$50.00	\$45.00
Charger (serial/NiCad) - Power Master 4-port	\$700.00	\$630.00
Charger (serial/NiCad) - Slave 4-port	\$500.00	\$450.00
(Future models will be provided at the same discount rate)		
AutoCITE Maintenance		
X3 (Base)	\$400.00	\$400.00
IR only (additive)	\$25.00	\$25.00
Mag-Strip Reader (additive)	\$50.00	\$50.00
Digital Camera Including IR Transceiver (additive)	\$50.00	\$50.00
1D Bar Code Reader (additive)	\$100.00	\$100.00
2D Bar Code Reader (additive)	\$100.00	\$100.00
GPRS Modem (additive)	\$100.00	\$100.00
AutoISSUE Modules		
Parking Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	\$6,000.00	\$5,400.00
Traffic Citation Issuance (.NET version) a. Includes Task Group Mgr & Scheduler+A73	\$6,000.00	\$5,400.00

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1	Municipal Citation Issuance (.NET version)	\$6,000.00	\$ 5,400.00
2	a. Includes Task Group Mgr & Scheduler		
3	Network Version .NET 5 user license	\$3,000.00	\$2,700.00
4	a. \$200 per user thereafter		
5	AutoTRAX SS 2.0 - Single-Space Meter	\$6,000.00	\$5,400.00
6	Management Module		
7	ACDI Wireless Communication - Basic	\$6,000.00	\$5,400.00
8	a. Basic com between X3 & AI.NET only		
9	Public Contacts	\$4,000.00	\$3,600.00
10	Field Investigation	\$4,000.00	\$3,600.00
11	Transit Violations	\$4,000.00	\$3,600.00
12	Code Enforcement	\$6,000.00	\$5,400.00
13	Abandoned Vehicles	\$4,000.00	\$3,600.00
14	Signature Capture (Officer)	\$2,000.00	\$1,800.00
15	Signature Capture (Violator)	\$2,000.00	\$1,800.00
16	Diagrams - free form, no template	\$2,000.00	\$1,800.00
17	Time Limit Marking	\$1,000.00	\$900.00
18	Parking Permit Cross Reference	\$1,000.00	\$900.00
19	Meter/Location Matrix	\$1,000.00	\$900.00
20	Broken Meter Reporting	\$1,000.00	\$900.00
21	Damaged Sign Reporting	\$1,000.00	\$900.00
22	Officer Activity Logging	\$1,000.00	\$900.00
23	Visitor Information	\$1,000.00	\$900.00
24	Barcode Printing 1D 128 A, B or C	\$1,000.00	\$900.00
25	OCR A Size 1 Printing (X3, S3, S4 & T	\$2,000.00	\$1,800.00
26	Series)		
27	Warnings Tracking	\$2,000.00	\$1,800.00
28	Habitual Offender Escalation	\$8,000.00	\$7,200.00

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Voice Recordings	To Be Added	To Be Added
Digital Imaging System	To Be Added	To Be Added
1D Bar Code Reading (intended for Parking)	To Be Added	To Be Added
IrDA Interface for Multi-Space Meters - SneakerNET	\$2,000.00	\$1,800.00
Any interface to other systems	Based on quote	
AutoISSUE Maintenance		
Parking Citation Issuance (.NET version)	\$600.00	\$600.00
Traffic Citation Issuance (.NET version)	\$600.00	\$600.00
Municipal Citation Issuance (.NET version)	\$600.00	\$600.00
AutoTRAX 2.0 - for Single-Space Meters	\$600.00	\$600.00
ACDI Wireless Communication	\$600.00	\$600.00
Public Contacts	\$400.00	\$400.00
Transit Violations	\$400.00	\$400.00
Code Enforcement	\$600.00	\$600.00
Abandoned Vehicles	\$400.00	\$400.00
Animal Violations (Australia only)	\$400.00	\$400.00
Warnings Tracking	\$200.00	\$200.00
Habitual Offender Escalation	\$800.00	\$800.00
Multi-Space Meters		
Duncan Pay by Space Meters		
VM Meter - Steel, powder-coated	\$3,200.00	\$2,880.00
VS Meter - Stainless Steel, powder-coated	\$4,100.00	\$3,690.00
VS Meter - Stainless Steel, natural finish	\$4,700.00	\$4,230.00
(Future models will be provided at the same		

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discount rate)		
Pay by Space Accessories		
Card Reader Module, Strip-Chip	\$450.00	\$405.00
Wireless Com Module (GSM/GPRS)	\$600.00	\$540.00
Battery, Green Cell	\$85.00	\$76.50
Cashbox, Intelligent (1K)	\$200.00	\$180.00
Anti-Probe Device (APD)	\$250.00	\$225.00
Enforcer Module – Expiry Indicator	\$250.00	\$225.00
Installation Kit - Surface Mount	\$120.00	\$108.00
Installation Kit - Subterranean	\$80.00	\$72.00
(Future models will be provided at the same discount rate)		
Duncan Pay and Display Meter		
MX Meter - Stainless Steel, powder-coated	\$6,000.00	\$5,400.00
MX Meter - Stainless Steel, natural finish	\$6,400.00	\$5,760.00
(Future models will be provided at the same discount rate)		
Pay and Display Accessories		
Card Reader Module, Strip-Chip	\$275.00	\$247.50
Wireless Communications Module (GSM/GPRS)	\$575.00	\$517.50
Solar Integrated Recharge Module	\$200.00	\$ 180.00
Cashbox, Intelligent (8K)	\$285.00	\$256.50
Installation Kit - Subterranean	\$80.00	\$72.00
Decal - lower door (standard design)	\$ 50.00	\$45.00
Ticket Paper	Volume dependent	
(Future models will be provided at the same discount rate)		

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Duncan Multispace Miscellaneous		
Fascia (Rate Card) Creation (Per Rate Card)	\$15.00	\$13.50
Fascia (Rate Card) Design Modification Fee	\$50.00	\$45.00
Space Numbers (Stamarks)	\$17.00	\$15.30
3M Premium Adhesive Primer	\$65.00	\$ 58.50
Space Markers	\$39.00	\$35.10
Decorative Space Marker Sleeves	\$7.00	\$6.30
Intelligent Cash Box Reader Station	\$1,335.00	\$1,201.50
Technician's Infra-Red ID Key	\$285.00	\$256.50
mPARK Establishment (per Meter)	\$50.00	\$50.00
mPARK Access Fee (per Meter/per Month)	\$4.00	\$4.00
mPARK Transaction Fee (per transaction) - City fee	Greater 6% or \$0.15 per txn	Greater 6% or \$0.15 per txn
mPARK Service Fee (per transaction) - Motorist fee	\$0.20	\$0.20
Credit Card Processing Gateway (per transaction)	Volume dependent	
(Future models will be provided at the same discount rate)		
AutoTRAX (Multispace Meter Mgt System)		
Access & Communication (per Meter/per Month) may vary depending on length of contract and current 3rd party service provider pricing	\$30.00	\$27.00
Multi-space Maintenance Fees		
Annual Support Fee (Per meter per year)	\$50.00	\$50.00

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Single-Space Meters		
Duncan Meter Products		
EAGLE STANDARD, NO CASHKEY RECEPTACLE	\$149.95	\$134.96
EAGLE CASHKEY	\$174.95	\$157.46
EAGLE FT	\$174.95	\$157.46
EAGLE 2100 (WITH CARD READER)	\$184.95	\$166.46
EAGLE 2100 (W/O CARD READER)	\$174.95	\$157.46
REMAN EAGLE WITHOUT CASHKEY	\$125.75	\$113.18
REMAN EAGLE WITH CASHKEY	\$131.25	\$118.13
REMAN EAGLE 2000	\$131.25	\$118.13
MECHANICAL MECHANISM ONLY	\$120.75	\$108.68
Duncan Housing Products		
MODEL 60 DUPLEX HOUSING COMPLETE	\$249.00	\$224.10
MODEL 60 DUPLEX LOWER HOUSING ONLY	\$136.00	\$122.40
MODEL 76 SINGLE HOUSING COMPLETE	\$151.00	\$135.90
MODEL 76 SINGLE LOWER HOUSING ONLY	\$94.00	\$84.60
MODEL 76 DUPLEX HOUSING COMPLETE	\$266.00	\$239.40
MODEL 76 DUPLEX LOWER HOUSING ONLY	\$157.00	\$141.30
MODEL 70 VIP SINGLE HOUSING COMPLETE	\$168.00	\$151.20
MODEL 70 VIP LOWER HOUSING ONLY	\$113.00	\$101.70
MODEL 80 VIP SINGLE HOUSING COMPLETE	\$252.00	\$226.80
MODEL 80 VIP LOWER HOUSING ONLY	\$126.00	\$113.40

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1	MODEL 90 VIP SINGLE HOUSING	\$199.00	\$179.10
2	COMPLETE		
3	MODEL 90 VIP LOWER HOUSING ONLY	\$141.00	\$126.90
4	MODEL 90 VIP DUPLEX HOUSING	\$338.00	\$304.20
5	COMPLETE		
6	MODEL 90 VIP DUPLEX LOWER HOUSING	\$236.00	\$212.40
7	ONLY		
8	MODEL 95 VIP SINGLE HOUSING	\$274.00	\$246.60
9	COMPLETE		
10	MODEL 95 VIP SINGLE LOWER HOUSING	\$143.00	\$128.70
11	ONLY		
12	MODEL 95 VIP DUPLEX HOUSING	\$489.00	\$440.10
13	COMPLETE		
14	MODEL 95 VIP DUPLEX LOWER HOUSING	\$248.00	\$223.20
15	ONLY		
16	MODEL 2000 HOUSING COMPLETE	\$314.00	\$282.60
17	MECH HOUSING (60/70/76/90), UPPER	\$58.00	\$52.20
18	MECH HOUSING (80/95), UPPER	\$133.00	\$119.70
19	MODEL 80C VIP SINGLE HOUSING	\$209.00	\$188.10
20	COMPLETE		
21	REMAN 60 SINGLE HOUSING COMPLETE	\$78.75	\$70.88
22	REMAN 60 DUPLEX HOUSING COMPLETE	\$147.00	\$132.30
23	REMAN 60 DUPLEX LOWER HOUSING	\$63.00	\$56.70
24	ONLY		
25	REMAN 76 SINGLE HOUSING	\$94.50	\$85.05
26	REMAN 76 SINGLE LOWER HOUSING	\$52.50	\$47.25
27	ONLY		
28	REMAN 76 DUPLEX HOUSING COMPLETE	\$162.75	\$146.48

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1	REMAN 76 DUPLEX LOWER HOUSING	\$78.75	\$70.88
2	ONLY		
3	REMAN 70 SINGLE HOUSING COMPLETE	\$126.00	\$113.40
4	REMAN 70 SINGLE LOWER HOUSING	\$84.00	\$75.60
5	ONLY		
6	REMAN 80 SINGLE HOUSING COMPLETE	\$183.75	\$165.38
7	REMAN 90 SINGLE HOUSING COMPLETE	\$152.25	\$137.03
8	REMAN 90 DUPLEX HOUSING COMPLETE	\$254.00	\$228.60
9	REMAN 95 SINGLE HOUSING COMPLETE	\$215.25	\$193.73
10	REMAN 95 DUPLEX HOUSING COMPLETE	\$367.50	\$330.75
11	<i>AutoPROCESS Cashiering Equipment/</i>		
12	<i>AutoPROCESS Cashiering Equipment</i>		
13	POS Cash Register System (PC, Display	\$2,850.00	\$2,850.00
14	Pole, Cash Drawer, Credit Card Reader,		
15	Receipt Endorsement Printer)		
16	POS Cash Register System Annual	\$780.00	\$780.00
17	Maintenance		
18	Laser Printer with USB Cable	\$325.00	\$325.00
19	Cashiering Barcode Reader	\$250.00	\$250.00
20	<i>AutoPROCESS</i>		
21	<i>Programming/Customization/Interfaces</i>		
22	Labor per hr. (plus travel costs and expenses)	\$100.00	\$100.00

NOTES

1. Programming/Customization/Interfaces charges will be quoted on a project specific basis.
2. Prices quoted do not include installation charges, shipping costs, project management fees, configuration fees and/or specialized customization charges which will be quoted on a project specific basis.

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- 3. Prices quoted do not include applicable taxes.
- 4. Sales tax rates will be quoted to point of delivery.
- 5. Equipment and supplies may be substituted for new releases, models and upgrades to this list if price is offered at a discount equal or greater than the discount on the item it is replacing.
- 6. Professional Account Management LLC (Duncan Solutions) reserves the right to modify the provided price list(s) with thirty (30) days notice.

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1 **EXHIBIT C**

2 **Collection Services Fee Schedule**

Category / Scope	Rates to ICMS Client
Level 1 FTB "Limited" Service	
<p>3 Services are limited to FTB lien processing and include:</p> <p>4 create list of eligible violations, combining plates, obtain</p> <p>5 Social Security #s, skip trace, create generic FTB notice</p> <p>6 letters, send FTB letter and file liens. The Client Agency is</p> <p>7 responsible for customer calls and payment processing</p> <p>8 generated by pre-intercept notices. The collection process</p> <p>9 starts at assignment citation, typically 120 days unpaid.</p>	<p>15% of FTB collections plus</p> <p>\$2.50 per "plate" assigned to</p> <p>FTB Process</p>
Level 2 FTB "Full-Service"	
<p>13 Services are limited to FTB lien processing and include:</p> <p>14 create list of eligible violations, combining plates, obtain</p> <p>15 Social Security #s, skip trace, FTB Pre-Intercept notice on</p> <p>16 LES letterhead. Full service also includes customer</p> <p>17 service call center for violator calls, lockbox payment</p> <p>18 processing, handling disputes and refunds. Full service</p> <p>19 includes payment of all FTB filing fee and research costs.</p>	<p>a) ICMS clients <100K</p> <p>citations per year - 35% of</p> <p>collections</p> <p>b) ICMS clients >100K</p> <p>citations/year - 30% of</p> <p>collections</p>
Level 3 Comprehensive Secondary Collection Services	
<p>21 The collection process starts at assignment citation,</p> <p>22 typically 120 days unpaid. Citations transition to DMV</p> <p>23 liens and FTB tax intercept filings via collection agency.</p> <p>24 Provides all services under Level 2 FTB "Full-Service" plus</p> <p>25 full secondary collections with calls, letters and other</p> <p>26 efforts locate responsible party and collect citation fees</p> <p>27 and penalties.</p>	<p>a) ICMS clients <100K</p> <p>citations per year - 35% of</p> <p>collections</p> <p>b) ICMS clients >100K</p> <p>citations/year - 30% of</p> <p>collections</p>

28 See notes for additional detail on services and billing rates.

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- 1 1. FTB "Limited" Service: This service will be offered to provide continuity to the existing
2 FTB process that Inglewood - PTS has supported for many years. Franchise Tax Board
3 tax intercept processing service (FTB-Limited) will not include any of the value-added
4 revenue enhancement and clerical reduction services offered in FTB Full-Service.
5 Generic Pre-Intercept letters will be used and no skip tracing takes place. All violator
6 complaints, requests for refunds and payments will be directed to the client agency.
7 LES will be entitled to fee of 15% of revenue collected via FTB Liens and a cost
8 recovery fee of \$2.50 per account assigned to the FTB process.
- 9 2. Full-Service FTB Liens: The 35% collection fee will apply to client agencies which issue
10 less than 100,000 citations and 30% fee for agencies which issue more than 100,000
11 citations annually. LES services include: Combine plates, obtain Social Security #s,
12 skip trace, FTB Pre-Intercept notice on LES letterhead, customer call center service for
13 violator calls, lockbox payment processing, file liens, handle disputes and refunds, and
14 payment tracking. ICMS will distribute funds received from FTB using LES collection
15 tracking data. Client agency receives the agreed upon fee:
- 16 A. 100% where agency has enacted an add-on fee except where an account is not
17 paid-in-full in which case the collection fee is paid from revenue received.
- 18 B. No add-on fee: The amount collected less LES' agreed upon fee.
- 19 3. Comprehensive Secondary Collection Services:
- 20 A. FTB Liens: For full service collection clients, the collection fee for FTB liens is 30%
21 to 35% based on volume
- 22 B. DMV Holds: ICMS client agencies have the option to include DMV Liens as part of
23 the collection process scope of services. LES will pay for all DMV Lien fees for Full
24 Secondary Collection Service clients.
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RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
ADOPTING A REVISED AND RESTATED MASTER FEE SCHEDULE**

WHEREAS, on July 15, 2003 the City Council adopted a revised and restated Master Fee Resolution No. 4659; and

WHEREAS, on October 21, 2003 the City Council adopted a revised and restated Master Fee Resolution No. 4650; and

WHEREAS, on July 27, 2004, the City Council adopted a revised and restated Master Fee Resolution No. 4727; and

WHEREAS, on June 28, 2005, the City Council adopted a revised and restated Master Fee Resolution No. 4787; and

WHEREAS, the City Council amended the Master Fee Resolution on May 24, 2005 to establish the fees for pay per space parking in Municipal Lot 2; and

WHEREAS, on July 25, 2006, the City Council adopted a revised and restated Master Fee Resolution No. 4851; and

WHEREAS, on September 5, 2006, the City Council adopted a revised and restated Master Fee Resolution No. 4854; and

WHEREAS, on October 14, 2006, the City Council adopted a revised and restated Master Fee Resolution No. 4864; and

WHEREAS, on May 15, 2007, the City Council adopted a revised and restated Master Fee Resolution No. 4895; and

WHEREAS, on July 24, 2007, the City Council adopted a revised and restated Master Fee Resolution No. 4914; and

WHEREAS, it is the policy of the City Council of the City of Sausalito to review and amend as required the Master Fee Schedule when fees are changed or corrections and/or clarifications need to be made to the Schedule; and

WHEREAS, the Master Fee Schedule with several recommended modifications as follows is attached hereto as Exhibit A:

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

1. Adopt a revised and restated Master Fee Schedule as attached hereto as Exhibit A; and
2. Leave in full force and effect any other fees or fines adopted by the City of Sausalito.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the day of , 2008, by the following vote:

AYES: Councilmembers: Kelly, Leone, Weiner, Vice Mayor Albritton, Mayor Belser
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

 /s/
Mayor of the City of Sausalito

ATTEST:

 /s/
Deputy City Clerk

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Exhibit A

POLICE DEPARTMENT FEES

Effective 01/30/08

Resolution No.

Internet Payment Convenience Fee \$3 per transaction

IVR Convenience Fee \$3 per transaction
(Integrated Voice Response Payment System)

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