

RESOLUTION NO. 2469

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A THREE YEAR AGREEMENT
WITH ENFORCEMENT TECHNOLOGIES, INC., FOR PARKING
CITATION PROCESSING**

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Manager/City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of soledad to execute and deliver an Agreement for Parking Citation Processing with Enforcement Technologies, Inc., of Irvine, California, in the form of the document hereunto attached marked, "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 1st day of November, 1995, by the following vote.

AYES, and in favor thereof, Councilmembers. John Holguin, Fred Ledesma, Mayor Pro Tem Fabian Barrera, Mayor Ben Jimenez, Jr.

NAYES, Councilmembers

ABSENT, Councilmembers. Richard Ortiz


MAYOR OF THE CITY OF SOLEDAD

no more than 60 calendar days after the issuance date of the citation. The period of time will not exceed the time limits provided by State and local law. The mailed notice will include all information required by the California Vehicle Code, including but not limited to the following: (1) the parking citation issuance date and number; (2) the consequences of nonpayment (a hold on the vehicle registration and the imposition of penalties); and (3) the amount of fines and fees due and payable and the date by which they must be paid to prevent further penalties; the delinquency notice form must comply with the requirements of State law; (4) affidavit of non-ownership. Return payments will be made directly to the Contractor.

(b) **REGISTRATION HOLDS.** CONTRACTOR shall be responsible for providing the system procedures and will interface with the California Department of Motor Vehicles to place holds on vehicle registrations having unpaid parking fines and fees due against those vehicles in accordance with the California Vehicle Code and any other applicable State and local laws. The holds shall be placed within 90 calendar days following acquisition of registered owner information and at least 30 calendar days following the posting date of a delinquency notice. The period of time shall not exceed the time limits provided by State law. CITY shall be responsible for any and all Court, State, and DMV charges for the hold placements.

(c) **REMOVAL OF REGISTRATION HOLDS.** CONTRACTOR shall provide the system procedures and shall interface with the California State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle, and establishes such payment to the satisfaction of CONTRACTOR or CITY.

1.4 **SUSPENSION OF PROCESSING.** Contractor shall suspend processing any citation referred to it for processing upon written notice to do so by the Agency. Contractor shall maintain records indicating any suspension of a citation as a result of Agency's request. Contractor shall be paid the contractual rate hereinafter provided for processing these suspended citations.

1.5 **COMPUTER SYSTEM.** Contractor, under Additional Services

monthly billing invoice a copy of the bank analysis statement and a copy of checking account bank statement. Contractor will receive payments from vehicle owners only through the mails.

1.12 COLLECTION DISBURSEMENT. Contractor shall disburse monthly, all monies on deposit from the payment of parking citation fines and fees to the Agency. Disbursement shall be made on or before the 15th of each month beginning the month following the Agreement date. Contractor shall disburse funds collected that portion payable to the County of Monterey for jail/court construction and to the State of California for penalty assessment.

1.13 PERIODIC REPORTS. CONTRACTOR shall submit reports to CITY with in 15 calendar days after the end of the month, unless expressly stated otherwise herein. The reports will detail activities relating to performance under this contract, including but not limited to, the list of reports as follows:

(a) REPORT OF REVENUE COLLECTED FOR MONTH. A detail report identifying the parking citations which have been paid and the related payment distribution (bail, penalties, DMV fee, jail/court construction, etc.). This will also include revenues collected and distributed under section 3.2 of this Agreement and the related reason for collection.

(b) REPORT OF MONTHLY ACTIVITY. A summary report providing the status of all parking citations at the beginning of the month, current month activity, and at the end of the month. Typical items that would be included: payments on citations, payments on notice, payments on DMV holds, dismissals, registered owner requests pending, registered owner placed on DMV hold, registered owner holds released, new citations, payments in full.

(c) REPORT BY PARKING CITATIONS ISSUED FOR MONTH. CONTRACTOR shall submit to CITY within 21 calendar days after the end of the month a summary report providing the number of parking citations issued, violation codes, and bail imposed.

(d) HABITUAL OFFENDER'S REPORT. CONTRACTOR shall submit to CITY within 21 calendar days a detailed report identifying

3.1 PROCESSING SERVICES. For performance of the processing services described in section 1, the Agency will pay the Contractor the rate set forth on the Schedule of Fees, Exhibit A, for each parking citation entered and processed by the Contractor, regardless of the ultimate disposition or processability of such citation. Out-of-State follow-up Collection Services and Special Collection Processing Services are in addition to regular processing and described in the Schedule of Fees.

3.2 BILLING AND PAYMENT PROCEDURES. Contractor shall provide the Agency on a monthly basis with a statement and fee analysis which accurately reflects the fees earned during the preceding period. Contractor will deduct their fee from the monies collected and issue a payment to the Agency for the balance owed the Agency. The Agency shall either approve or reject the statement and fee analysis. If these documents are rejected by the Agency, Contractor will be notified, and both parties shall use their best efforts to resolve the disputed items.

3.3 CONTRACT ADJUSTMENTS. If the postal rates increase during the term of this Agreement, the compensation the Agency has agreed to pay the Contractor shall be raised immediately to offset the direct effect of the postal increase paid by the Contractor.

ARTICLE IV - TERM OF AGREEMENT

4.1 The Period of Performance under this Agreement shall be for three (3) years and shall commence upon the approval as attested by the signing by the Agency and the Contractor.

4.2 The term of the Agreement may automatically be renewed annually for two (2) additional one (1) year periods by the mutual agreement of both parties.

4.3 Price increases may be requested by the Contractor, thirty (30) days prior to the end of the third year of the Agreement. Any increase in price for this Agreement, excepting postage in paragraph 3.3, shall require prior written approval by the Agency.

5.2 CONSENT REQUIRED FOR DISCLOSURE. No report, information, data files or tapes furnished or prepared by the Contractor or its sub-contractors, successors or assigns, shall be made available to any individual or organization without the prior written approval of the Agency, other than individuals or organizations who are reasonably necessary to effectuate the terms and conditions of this Agreement or as required by State law.

ARTICLE VI - CLAIMS AND ACTIONS

6.1. REASONABLE ASSISTANCE OF CONTRACTOR. In the event any claim or action is brought against the Agency relating to Contractor's performance or services rendered under this Agreement, the Contractor shall render any reasonable assistance and cooperation which the Agency might require.

6.2 AGENCY COOPERATION. In the event any claim or action is brought against the Contractor relating to the Contractor's performance of services rendered under this Agreement, the Contractor shall notify the Agency, in writing, within five (5) days, of said claim or action. Agency shall render any reasonable assistance and cooperation which the Contractor might require.

6.3 INDEMNIFICATION BY CONTRACTOR. Contractor agrees to indemnify and hold Agency harmless against any and all liability, costs, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of acts of the agents, servants, employees, successors, or assigns (to the extent hereinafter allowed) of the Contractor during the term of this Agreement.

6.4 INDEMNIFICATION BY AGENCY. Agency agrees to indemnify and hold Contractor harmless against any and all liability, costs, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of acts of the agents, servants, employees, successors, or assigns (to the extent hereinafter allowed) of the Agency during the term of this Agreement.

services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Agency. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation and similar matters. Neither Contractor nor any agent or employee of Contractor shall obtain any right to retirement benefits or other benefits which accrue to employees of the Agency, and Contractor hereby expressly waives any claim it might have to such rights.

8.2 EQUAL OPPORTUNITY EMPLOYER. Contractor is an Equal Opportunity Employer and does not discriminate in the hiring, firing, or other employment practices engaged in by it.

ARTICLE IX - ENTIRE AGREEMENT

9.1 INTEGRATED AGREEMENT. This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally, and no modification or any claim of waiver of any of the provisions shall be effective unless in writing and signed by both parties.

9.2 LAW APPLICABLE. Contractor agrees to comply with all laws within the State of California governing the conduct of business, including but not related to laws pertaining to licenses, taxes, corporate regulations, and collection practices. It is agreed that this Agreement is entered into in the city of Monterey, California.

9.3 NOTICES TO PARTIES. Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage paid, first-class, a notice addressed to the following:

Contractor:

Agency:

090695

**EXHIBIT A
SCHEDULE OF FEES**

The processing fee per citation for the period of this Agreement will be based on one of the following options:

Option #1 - Service Bureau

RATE PER CITATION ISSUED: \$1.00 (Level C)

All costs of base citation processing generated by handheld computers and electronically transferred to ETEC Processing Center with hand written citations manually data entered for an additional \$.25 each.

**AutoCITE COMPUTERS: \$100/AutoCITE/Series D
(Parking or Traffic) \$150/AutoCITE/Series T**

Use of the AutoCITE System with the processing services, including the AutoCITE Host PC Software, Charger/Multiplexer, 14.4 bps modem and full maintenance for the term of the service agreement.

OUT-OF-STATE FOLLOW-UP COLLECTION PROCESSING: The fees for Out-of-State citation follow-up collection processing shall be thirty-five percent (35%) of the revenue received on Out-of-State citations that become delinquent.

BACKLOG CITATION PROCESSING: All original citations, accompanied by all dispositions for the same period, defined as the backlog, will be processed by Contractor at \$1.00 per citation.

ADDITIONAL FEES: Second notices (after 1st NOI) sent to lessees, second registered owners and second addresses for an additional fee of \$.55 per notice (includes postage). A fee of \$.65 (including postage) will be charged for the hand processing of any correspondence out to violators. \$15.00 will be charged to process NSF checks.

HABITUAL OFFENDER LETTERS: Habitual Offender Letters will be prepared on Agency letterhead or on Parking Enforcement Center (ETEC) letterhead or both, accompanied by corresponding delinquent citation information from the habitual offender hotsheet