

A62000-026

DEPARTMENT OF
FINANCE

REVENUE DIVISION

CITY OF SACRAMENTO
CALIFORNIA

February 17, 2000
RA00008:MLF:gwg

CITY HALL
ROOM 104
915 I STREET
SACRAMENTO, CA
95814-2696

REVENUE
ADMINISTRATION
916-264-5724

City Council
Sacramento, California

Honorable Members in Session:

**SUBJECT: PARKING CITATION PROCESSING AGREEMENT WITH
COUNTY OF SACRAMENTO**

LOCATION AND COUNCIL DISTRICT: City-wide

STAFF RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an agreement with the County of Sacramento for parking citation processing services.

CONTACT PERSONS

Margaret Freeman, Revenue Manager, 264-5724
Brad Wasson, Principal Accountant, 264-5844

FOR THE COUNCIL MEETING OF: February 29, 2000

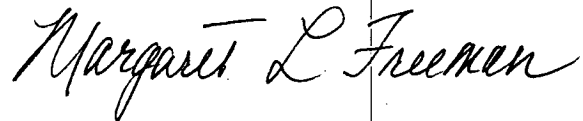
SUMMARY

The City's Revenue Division has been providing parking citation processing services for the County of Sacramento, General Services parking enforcement since January 1994 and since February 1995 for the Sheriff's Parking Patrol enforcement program. The County of Sacramento has requested that processing services be extended for an additional six-month term.

ESBD CONSIDERATIONS

There is no requirement for the purchase of goods or services associated with this item. The current vendor providing data entry service for parking citations was City certified as a MBE/WBE business and has been encouraged to apply for certification as an SBE business.

Respectfully submitted,



Margaret L. Freeman
Revenue Manager

RECOMMENDATION APPROVED:



ROBERT P. THOMAS
City Manager

Attachment

COMMITTEE/COMMISSION ACTION

None required.

BACKGROUND INFORMATION

The City Revenue Division has been providing parking citation processing services for the County of Sacramento since 1994. An additional agreement was approved in 1995 for processing of citations issued by the Sheriff's Parking Patrol private contractor. All processing services provided to the County of Sacramento are now included in one agreement. The Revenue Division provides full citation processing services including customer service, payment collection, and an adjudication process for contested citations.

FINANCIAL CONSIDERATIONS

To ensure that all costs associated with providing processing services are fully recovered, the current processing rate schedule will be charged to all outside agencies. The rate schedule is included in the County agreement. Based on citations processed for the County in FY 1998/99, total net processing fees to be paid to the City for FY 1999/00 are estimated to be \$234,000.

ENVIRONMENTAL CONSIDERATIONS

Ongoing administrative activities are not subject to review under the California Environmental Quality Act (CEQA).

POLICY CONSIDERATIONS

Providing services to the County is consistent with current City and County cooperative efforts and allows the City to generate additional revenue by providing services to other agencies.

The processing rate schedule is in accordance with the City's policy of full cost recovery for services provided.

RESOLUTION NO. 2000-086

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVED
FEB 29 2000
OFFICE OF THE
CITY CLERK

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND COUNTY OF SACRAMENTO FOR PARKING CITATION PROCESSING SERVICES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is hereby authorized to execute an agreement for parking citation processing services with the County of Sacramento as of January 2, 2000, for a period not to exceed six (6) months.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO. _____

DATE ADOPTED: _____

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AGREEMENT FOR PROCESSING SERVICES FOR PARKING CITATIONS

This Agreement is entered into this 2nd day of January, 2000, by and between the County of Sacramento ("County") and the City of Sacramento ("City").

Whereas Assembly Bill 408 mandated the transfer of the responsibility for processing parking citations and collecting parking penalties to the issuing local agencies effective January 1, 1994; and

Whereas the City of Sacramento has capabilities for processing services via an automated information system (System); and

Whereas the City of Sacramento is collecting parking penalties and has established an adjudication program for parking citations; and

Whereas the County of Sacramento desires to have the City of Sacramento provide processing and payment collection services for County parking citations

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, County and City agree as follows:

1. Definitions
 - (a) Parking Citation (cite): A notice of parking violation issued by any Peace Officer or regularly employed and salaried employee authorized by resolution of the Sacramento County Board of Supervisors to enforce parking and related laws.
 - (b) Parking Violation: Any violation specified in California Vehicle Code Section 40200(a), as that section now exists or may in the future be amended or re-numbered.
 - (c) Parking Penalty: Any penalty incurred by a parking violation, including but not limited to late payment penalties, administrative fees, assessment, and costs of collection.
2. Services: Subject to the terms and conditions set forth in this Agreement, City shall provide to County the services described in Exhibit A. The City shall provide said services at the time, place, and in the manner specified in Exhibit A.
3. Payment: County shall pay City for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to City for services rendered pursuant to this Agreement unless the County notifies the City that it requires additional service and City provides estimate of any additional compensation and County approves additional compensation for additional service. City shall submit all billings for said services to County in the manner specified in Exhibit B.
4. Equipment: City shall not furnish equipment.

- 5. Exhibits: All exhibits referred herein are attached hereto and are by this reference incorporated herein.
- 6. Entire Agreement: This instrument constitutes the entire Agreement between City and County concerning the subject matter hereof.
- 7. Amendments: This Agreement may be modified, amended or terminated or any of its provisions waived only by a written agreement executed by all parties.

COUNTY OF SACRAMENTO:

Senior Buyer

Date

CITY OF SACRAMENTO:

ROBERT P. THOMAS
City Manager

Date

APPROVED AS TO FORM:

Dean Bull
Def City Attorney

2/10/02

Date

ATTEST:

City Clerk

Attachments:
Exhibit A
Exhibit B

EXHIBIT A

SERVICES TO BE PROVIDED

1. Representatives:

The City Representative for this Agreement is:

Margaret L. Freeman Revenue Manager (916) 264-5724
(Name) (Title) (Telephone)

All County questions pertaining to this Agreement will be referred to the above named person, or the representative's designee.

The County Representative for this Agreement is:

Spencer Bole Deputy Director - General Services (916) 875-3002
(Name) (Title) (Telephone)

All City questions pertaining to this Agreement will be referred to the above named person.

Services To Be Provided Are Specified Below:

SECTION 1 - SCOPE OF SERVICES

The City shall provide the County with parking citation processing services that include but are not necessarily limited to, receipt, deposit, accept forfeit and otherwise process the payment of parking penalties for all parking citations issued by the County of Sacramento and thus submitted to the City for processing. Services will also include notifying parking violators of penalties, accepting payment of fines and pursuing collection of unpaid citations.

SERVICES TO BE PROVIDED BY CITY TO COUNTY ARE SPECIFIED AS FOLLOWS:

1.1 County to provide on a daily/weekly basis copies of citations to be processed. Citations will be processed if the following items are supplied by the County:

1. Cite issue time
2. Cite date
3. Cite number
4. Location where Cite is issued
5. Name of issuing agency; and
6. Description of California Vehicle Code section or other statutory provision which is violated

- 1.2 Provide County, via the System and subject to DMV regulations, with access to the California Department of Motor Vehicles ("DMV") computer in an on-line mode to permit the retrieval and review of information essential to the processing of Cites into and out of the System, and generally complying with all applicable laws, including DMV procedures, in facilitating such access and in engaging in other necessary actions. Should DMV charge for said access City will pass on charges to County for payment by County.
- 1.3 Provide to County via DMV the filing of delinquency notices, and the placing and removal of holds by City, all of which shall be accomplished in accordance with applicable law and within the time frame as may be requested by County and approved by City.
- 1.4 Provide access to DMVs of states other than California to retrieve details of registered owner information. County will provide letter from Sacramento County Sheriff which authorizes said process. Said access will be provided subject to the policies, practices, and operating rules utilized by the state controlling access.
- 1.5 Provide County with such other services as may be requested by County during the term of this Agreement, including, without limitation, such assistance and cooperation as may be requested by County in the event a claim or action is brought against County relating to City's services rendered under this Agreement. Any expenses incurred by City on behalf of County shall be paid by County.
- 1.6 In the performance of services hereunder, City shall not do or undertake any of the following without the express prior written permission of the County:
 - (a) Take any legal action on behalf of County against any person who is issued a Cite by County;
 - (b) Threaten to take any legal action on behalf of County against any person who is issued a Cite by County;
 - (c) Make any communication, oral or written, regarding potential legal action on behalf of County against any person who is issued a Cite by County.

SECTION 2 - PROCESSING

2.1 COLLECTION OF CITES

County on a daily basis will transmit to City all cites which are generated in handwriting or by portable mechanical ticketwriters, and City shall process all Cites and mail notices in accordance with the schedule established by the City and approved by County. Delinquent notices for processable citations will be prepared as soon as ten business days of the date they are input by the City.

2.2 DETERMINATION OF PROCESSABLE CITES

The System shall screen each new Cite issued by County to determine whether the Cite contains the information necessary to process it. If the Cite is determined by the System each day to be unprocessable (e.g., the specific violation is not checked, the date of the citation is missing, no vehicle license number or vehicle identification number is provided, and so forth), the Cite will be added to an on-line edit exception report. System shall make available daily to County an on-line report of the number of mismatched Cites and tickets and the number of delinquent Cites. County agrees to provide to City data to modify and/or delete mismatched Cites, as shall be deemed appropriate by County. City shall receive no additional compensation for processing a Cite that is resubmitted for processing, except for any required postage and handling, which County agrees to pay.

2.3 DELINQUENCY NOTICES

The System shall generate, on a schedule designated by the City, Notices for Cites which remain unpaid. City shall oversee mailing of these Notices to the registered owners of the vehicles cited, by means of first class mail.

2.4 IDENTIFICATION OF REGISTERED VEHICLE OWNERS

The System shall make a minimum of three (3) attempts (no more than one (1) attempt every 10 - 14 calendar days) to obtain the name and address of the registered vehicle owner from the DMV for each vehicle for which a County Cite has been issued, but payment for which has not been received within the required time period. City will respond to all telephone inquiries from the public, excepting only those telephone inquiries for which a response by County is warranted in light of County's ability to provide a solution. City shall follow all procedures specified by DMV, and shall act in accordance with the California Vehicle Code when registered vehicle owners are identified.

2.5 VERIFICATION OF OWNERSHIP

With each attempt to verify ownership through DMV, the System shall ensure that adequate identification of registered vehicle owners and verification procedures are utilized which take into consideration, at the very least, the following factors:

1. Issuance of new license plates
2. Address changes
3. Transfer of ownership
4. License plate transfers to other vehicles (sub-plated)
5. Name changes
6. Validity of plates and registration during specific time periods applicable to individual cases ("as of" date)

2.6 NOTIFICATION TO LESSEE AND/OR SECOND REPORTED OWNER

Via System City shall notify by mail any delinquent lessee and/or second reported owner whose name and address is provided in the information received from DMV. Each such notification shall be considered a separate Notice. City shall follow the lien process established under California law before it proceeds against a subsequent purchaser of a used vehicle which has been cited by County.

2.7 VEHICLE REGISTRATION HOLDS

The System shall automatically place a hold with DMV on the registration of vehicles for which Cites and fees remain unpaid by the registered owners of such vehicles in accordance with, and within the time period provided in, the California Vehicle Code and other applicable laws. The commencement of the time period from the date of the Notice will be specified by County, or as that minimum time period is amended in the California Vehicle Code. System shall transmit such holds to DMV, via on-line computer system transmission, for all Cites that have not been satisfied.

2.8 REMOVAL OF REGISTRATION HOLDS

Once a registered vehicle owner remits the entire amount of fines, penalties, and fees due on unpaid parking Cites to the satisfaction of the City on behalf of County, the System shall electronically notify DMV within five (5) calendar days to remove the registration hold on that vehicle.

2.9 OUT-OF-STATE CITES

The System shall process Cites against vehicles with out-of-state registration separately according to the same procedures as those arising from in-state Cites. If such Cites become delinquent, System shall attempt to electronically request the registered vehicle owner's information from the motor vehicle agency of the appropriate state. Should the out-of-state agencies institute a charge for this service, County will be given the option of paying these costs or instructing City to deactivate this portion of the System's software. City shall cause mailing of a Delinquent Notice to the registered vehicle owner, and shall request that the registered vehicle owner remit the bail amount made payable to City.

2.10 SUSPENSION OF PROCESSING

The City shall suspend the processing of any Cites issued by County upon receipt of appropriate notice by County. Any outstanding fees due City or revenue due County shall be calculated as of the date processing is suspended.

2.11 USE OF APPROVED FORMS

All forms, delinquency notices, and correspondence sent by System shall conform to applicable law and shall be initially approved by County.

SECTION 3 -- REPORTS AND DOCUMENTS STORAGE

3.1 ACCESS

System shall provide access to County the following monthly reports on-line within five (5) calendar days of the last day of the preceding month at no additional charge to County.

(a) Financial

Revenue reports and citation tracking reports

(b) Management

Citation statistics and officer report

(c) Field

Habitual offender reports showing vehicles with five (5) or more Cites issued

(d) Out-of-State

Statistical and year-to-date revenue reports

3.2 SYSTEM FILES

(a) System shall maintain computer files in standard format on each Cite referred to City for processing under this Agreement. Such files shall include all records of payments, collection efforts, disposition, and any and all other information required to provide an audit trail. City shall provide County with a file layout describing the manner in which the data is stored and a listing of special codes for file descriptions.

(b) The City shall maintain two (2) computer files or data bases for County as follows:

1. "City Code 21" - County of Sacramento General Services, Parks & Recreation, and other non-law enforcement agencies/departments
2. "City Code 24" - Sacramento Sheriff's Parking Patrol

3.3 RECORD RETENTION AND STORAGE

During the term of this Agreement, System shall retain all Cites and payment electronic information in City of Inglewood Computer on behalf of County. System will retain and provide all unpaid/uncleared citation data records on-line accessible during the term of this agreement. System will retain and provide all paid/cleared citation data records on-line accessible for a minimum of 26 months from the date of issue.

SECTION 4 -- COSTS OF DOCUMENT DELIVERY

- 4.1 The costs and expenses of mailing, delivering, or transmitting a Cite, record, document, data, or writing shall be borne by the party making such mailing, delivery, or transmittal, except as otherwise provided.

CONFIDENTIALITY OF DOCUMENTS

All of the data prepared, assembled, or maintained by City under this Agreement are confidential in accordance with Public Records Act and City agrees that they shall not be made available to any individual or organization without the prior written approval of County or upon proper court order.

All County citation data shall be the property of County.

PERIOD OF PERFORMANCE

The period of performance under this Agreement shall commence upon the execution of this agreement by the County Executive or his designee and shall expire six (6) months thereafter, or sooner if cancelled by either party with a 90 day written notification. At such time, City agrees to provide County, in computer readable form, a copy of all data files necessary to process its citations.

CHANGES

No change, amendment or modification to this Agreement shall be effective unless it is in writing, signed by the parties hereto.

INDEMNITY AND HOLD HARMLESS

Neither City nor any officer or employee of City shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement. It is also understood and agreed that County shall fully indemnify, defend and hold City harmless from any liability, claim, damages, costs, expenses (including attorney fees) or injury occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

EXHIBIT B

**PARKING CITATION PROCESSING SERVICES AGREEMENT
FEE SCHEDULE/MANNER OF PAYMENT**

1. CITATION PROCESSING SERVICES

County agrees to pay City for its basic citation processing services the sum of eight dollars (\$8.00) per each Handicapped Parking Space violation, 75 cents (.75) per each "Void" citation and three dollars (\$3.00) per each for all other citations submitted to and processed by City. Basic citation processing shall include data entry of each citation submitted, payment collection, identification of registered owners, accounting and control of citations, interface with both in state and out-of-state Department of Motor Vehicles, one delinquent notice, management reports and accounting information reports, maintaining records, archiving, and security.

A citation shall not be considered processed until it is entered into the System by the City. Processing shall include all citations issued by County agencies whose citation processing is included in this Agreement.

All fees are to reflect a fixed price per parking citation except as noted.

The rates per citation for other processing services are as follows:

- a. Administrative Review Processing - \$5.00 (five dollars) each
- b. Administrative Hearing - \$55.00 an hour

If this agreement is renewed at the end of the term (June 30, 2000), fees will be applied retroactively back to January 1, 2000 as follows:

Basic Citation Processing Services

Handicapped Parking Space Violation	\$ 8.00 each
"Void" Citations	\$ 1.00 each
All other Citations	\$ 3.00 each
Administrative Review Processing	\$ 6.50 each
Administrative Hearing Processing	\$15.00 each

2. PARKING PENALTIES

Pursuant to Section 76005 and 76006 of the Government Code, for each County parking citation for which fines are collected, City shall deduct a penalty of \$2.50 for the Criminal Justice Facility Temporary Construction Fund, and \$2.50 for the Courthouse Temporary Construction Fund. The penalties collected under this section shall be paid by the City on behalf of the County to Sacramento County Auditor/Controller.

3. Manner of Payment

City shall submit a statement for services rendered on a monthly basis. Statement will be submitted to County no later than 45 days after the business close of each fiscal accounting month. Statement will include:

- a. Total dollar amount of payments received for month
- b. Total number of citations received and processed by City for month - at \$8.00 or \$3.00 per
- c. Total number of Administrative Review transactions processed for month - at \$5.00 per review
- d. Total costs of Administrative Hearings held - at \$55.00 per hour
- e. Total parking penalties due State for month - total count of payments times \$5.00 each

City will send to County a net check with monthly statement as follows (per above):

	Total payments collected
Less	Processing costs (b. above)
Less	Administrative Review Costs
Less	Administrative Hearing Costs
<u>Less</u>	State penalties
Equals	Net Check Total Due County