

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director
Prepared By: Shaun Kroes, Senior Management Analyst 

DATE: June 19, 2015 (CC Meeting of 07/01/15)

SUBJECT: Consider Award of Agreement to Complus Data Innovations, Inc. for Parking Citation Processing Services; and Consider Resolution Amending the Fiscal Year 2015/16 Budget to Fund Parking Citation Processing Services; and Consider Resolution Rescinding Resolution No. 2010-2981 and Establishing a New Bail Schedule for Violations of the Moorpark Municipal Traffic Code, Which Apply to Vehicle Parking Violations

SUMMARY

The City of Moorpark (Moorpark) currently contracts with the City of Thousand Oaks (Thousand Oaks) for parking citation processing services. On October 31, 2015, Thousand Oaks will cease providing parking citation processing services for Moorpark after transitioning to its own third-party vendor, Complus Data Innovations, Inc. (Complus). Staff is requesting approval to award an agreement (Attachment 1) to Complus for parking citation processing services. Staff is also requesting that City Council approve a revised bail schedule for parking violations, increasing the bail amount to offset the increase in costs associated with the new service provider. The new proposed schedule sets the fines at \$63.00, and \$355.00 for disabled persons parking violations, with a proposed effective date of October 1, 2015.

BACKGROUND

Moorpark has contracted with Thousand Oaks for parking citation processing services since 1989. Prior to then, Moorpark contracted with the County of Ventura until it ceased providing the services on February 1, 1986. At that time, Moorpark began contracting with Universal Computer Service/Phoenix Group until Moorpark began contracting with Thousand Oaks in 1989. Thousand Oaks' service has included recording all citations

issued by Moorpark, issuing notices of delinquency to any vehicles that have not paid a parking citation within the initial 21 day requirement and requesting that the California Department of Motor Vehicles (DMV) “attach” unpaid parking citations to the respective vehicle registration, which requires that the citation be paid in order for the vehicle’s registration to be renewed. Thousand Oaks also provides Moorpark staff with a monthly report of citations that have been recorded against the offending vehicle through DMV as well as a report detailing which citations attached to vehicle registrations have been paid through DMV. All citations not paid through the DMV are paid directly to Moorpark by the responsible party. Moorpark staff provides Thousand Oaks staff with a daily report of all citations that have been paid for the day, citations that are being contested (and therefore are on hold), and citations that are being appealed through Moorpark’s third-party hearing officer.

Thousand Oaks has performed parking citation processing services for Moorpark with in-house staff and its own software program. Thousand Oaks has been investigating the potential of outsourcing its parking citation processing service for a few years. On August 22, 2014, Thousand Oaks released a Request for Proposal (RFP) for parking citation processing services. The RFP included a requirement for electronic handheld citation devices and a software program for processing the citations. Moorpark staff has been involved in Thousand Oaks’ RFP process, including Thousand Oaks’ RFP presentation evaluations held on November 14, 2014. Thousand Oaks originally received ten proposals and identified two firms to provide presentations to a selection committee. The remaining eight firms were not selected for presentations for a number of reasons such as the types of products and services offered, failure to meet all criteria and/or “all or nothing” packages that would prevent Thousand Oaks from picking and choosing specific services that were of interest.

The two firms selected for evaluation were Complus Data Innovations, Inc. (Complus) and Data Ticket, Inc. (Data Ticket). Both Complus and Data Ticket provided satisfactory presentations; however Complus provides all materials, software and training services based on a percentage of revenue collected through the parking citations. Data Ticket’s pricing was fee-based, and required a significant amount of “up front” costs, such as procurement of the electronic handheld citation devices. Data Ticket’s proposed cost was approximately 62% higher than Complus’ cost. Thousand Oaks selected Complus as its parking citation processing vendor and awarded an Agreement to Complus at its February 24, 2015 City Council meeting.

DISCUSSION

During the process of selecting Thousand Oaks’ contractor, staff from Moorpark and Thousand Oaks discussed Moorpark’s parking citation process and determined that based

upon Moorpark's own specific citation types, dollar amounts, and process for parking citation reviews and appeals, it would be better for Moorpark to have a direct contract with a selected vendor than attempting to use Complus through its agreement with Thousand Oaks. A direct contract would prevent confusion between how each city processes its citations as well as reduce administrative costs. In addition, it is Moorpark's intention to require additional services from Complus, including:

- Parking citations will be paid through Complus, including a new online payment service. Complus will provide daily deposits of revenue collected from parking citations to a specific Moorpark account.
- Complus will add a new online feature for parking citation appeals and provide information request mailings when needed. Moorpark staff will still make final determinations for all appeals; however, the goal will be to have the majority of appeals processed online, without the need for paper copies. The third party hearing officer review (required by state law) will still be processed through Moorpark.

Complus provided a proposal to Moorpark on April 27, 2015. After reviewing options and costs, the City has selected a plan that includes the following features:

- Ten Casio IT-9000 handheld ticket writers: Includes handheld software and all hardware peripherals for the life of the contract.
- Five software licenses to the Complus FastTrack System
- One cash register drawer
- One receipt printer
- Direct DMV lookups
- Access to Crystal Reports reporting tool
- Ticket stock for handhelds
- Noticing for delinquent tickets
- All implementation, training, technical and client support for life of contract.

The proposal also includes the option of selecting MiFi-Data Plans (MiFi), which allows the handheld device to automatically upload citations to Complus' database. This feature prevents an officer from writing a citation for a vehicle that has already received a citation for the same violation. The MiFi also geocodes the location of each citation issued, enabling the City and police department to map where citations are issued and determine if there are areas where there's a preponderance of vehicles violating parking restrictions. The handheld device also allows the citing issuing citations to take pictures of the vehicle receiving the citation. The pictures will be uploaded to Complus' website and can be viewed by the City and the individual who received the citation.

The cash drawer and receipt printer provided will be used by City staff in the event that an individual who has received a citation does not have the ability to pay online, over the

phone, or mail in the payment. The City will only accept cash payments at the front counter in order to reduce the risk of receiving checks that bounce.

Complus will process all phone calls regarding parking citations (including pay by phone), information requests for the process of appealing a citation, submitting notices of delinquencies, and attach unpaid citations to vehicle registrations. It should be noted that currently, City staff spends an estimated three hours per day (or 780 hours per year) processing parking citations (collecting payment, answering questions about the appeals process, forwarding paper ticket copies to Thousand Oaks, reviewing daily reports, etc.). Staff time cost for processing parking citations is estimated to be \$34,179.60. By outsourcing these services, Moorpark staff will be able to focus on other areas of responsibilities. An additional benefit is Complus will collect all information on past citations that have not been paid yet and go through the process of attempting to collect the unpaid revenue. City staff will also have the option of inputting paper citations that may still be issued from time to time or, forwarding the paper citations to Complus for data entry.

For the services provided, Complus proposed an 8.80% share of revenue collected. This would mean that for every \$58.00 citation paid, \$5.10 would be paid to Complus. Complus would also receive direct cost reimbursements for any mailed notice of delinquencies, appeal letters, and MiFi services. The MiFi has a pass through cost of \$50 per device per month. Staff is recommending that the City initially add the MiFi feature to five of the handheld devices, based upon the current number of City and Police staff who routinely issue citations. This would be an annual cost of \$3,000. Complus' cost is higher than Thousand Oaks' current rate of \$1.00 per citation input; however, Moorpark does benefit from new technology and services. Also, Complus has a reported 96.0% collection rate for new citations issued and an 80.0% collection rate for backlogged citations issued. Moorpark's current collection rate is estimated at 77.0%. The increase in collection of unpaid citations should also help to offset increased costs. In instances where individuals pay a parking citation online or over the phone, there will be a convenience fee of \$3.50. A benefit to Moorpark for the convenience fee is that if a citation is paid online or over the phone, Complus collects the \$3.50 convenience fee and does not collect the 8.80% revenue from the citation; all revenue from a citation paid online or over the phone goes to Moorpark. Table 1 on the following page provides a breakdown of the Complus cost compared to Thousand Oaks per ticket, along with a recommended new bail amount.

Table 1: Vendor Cost Comparison (ticket specific)

	Thousand Oaks	Complus	Complus with Citation Increase
Citation	\$58.00	\$58.00	\$63.00
Vendor Fee	\$1.00	\$5.10	\$5.54
State/County Fees	\$12.50	\$12.50	\$12.50
Moorpark Receives	\$44.50	\$40.40	\$44.96

Based on the increase in costs for parking citation processing services, staff is proposing an increase to the existing parking citation fees to offset the increase in service costs. Staff is requesting to increase parking citation fees from \$58.00 to \$63.00, and increase the disabled parking citation fee from \$323.00 to \$355.00. Table 2 below provides information on current parking citations fees of other cities in Ventura County, compared to Moorpark's current fees.

Table 2: Current Parking Citation Fees in Ventura County

City	Standard or Street Sweeping Fee	Blocking a Disabled Parking Stall
Moorpark*	\$58.00	\$323.00
Port Hueneme**	\$40.00	\$280.00
Ojai	\$53.00	\$283.00
Oxnard*	\$65.00	\$350.00
Santa Paula	\$55.00	\$305.00
Simi Valley	\$43.00	\$323.00
Thousand Oaks	\$55.00	\$380.00
Ventura*	\$72.00	\$290.00

* City cites for street sweeping (other jurisdictions may also cite for street sweeping; however their citation information does not specify the violation.

** Port Hueneme's late charge is twice the value of the citation, plus an additional \$13.00. A late ticket would equal \$93.00.

Complus anticipates the ability to begin processing parking citations within 12 weeks from the time of award of agreement to when it will be fully operational. Based upon an approval date of July 1, 2015, Complus should be able to process parking citations by October 1, 2015. Complus' agreement will provide three years of service. Thousand Oaks has provided its notice of termination to Moorpark, stating that it will cease providing parking citation processing services for Moorpark effective October 31, 2015. Staff anticipates that there is sufficient time between now and the termination date to implement the new parking citation processing services without interruption in Moorpark's program.

FISCAL IMPACT

The maximum compensation for the three-year Agreement is \$90,000. Based on an estimation of 4,000 citations processed, postage costs, and five MiFi data plans, staff anticipates an annual cost of \$27,000 for parking citation processing services with Complus. Moorpark's FY 2015/16 draft budget includes \$10,000 from General Fund (1000) for parking citation processing services. A resolution amending the FY 2015/16 budget is requested (Attachment 2) to appropriate \$17,000 from Fund 1000 to cover the contract cost and an additional \$17,000 in revenue for Fund 1000 due to the revised bail schedule (Attachment 3). The bail schedule also includes the \$3.50 convenience fee for citations paid online and over the phone. There will be zero (\$0.00) Fund 1000 impact.

STAFF RECOMMENDATION (Roll Call Vote)

1. Approve the Agreement for Parking Citation Processing Services; and authorize the City Manager to sign the Agreement, in an amount not to exceed \$90,000, subject to final language approval of the City Manager and City Attorney.
2. Adopt Resolution No. 2015 - _____, amending the Fiscal Year 2015/16 General Fund (1000) budget to appropriate \$17,000 for parking citation processing; and increase revenue by \$17,000 to reflect additional revenue from parking citations.
3. Adopt Resolution No. 2015 - _____, rescinding Resolution No. 2010-2981 and establishing a new bail schedule for violations of the Moorpark Municipal Traffic Code, which apply for vehicle parking violations.

Attachments:

1. Complus Agreement
2. Draft Resolution – Budget Amendment
3. Draft Resolution – Bail Schedule

AGREEMENT BETWEEN THE CITY OF MOORPARK AND
COMPLUS DATA INNOVATIONS, INC., FOR PARKING CITATION
PROCESSING SERVICES

THIS AGREEMENT, is made and effective as of this _____ day of _____, 201_, between the City of Moorpark, a municipal corporation ("City") and Complus Data Innovations, Inc. a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for parking citation processing services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated April 27, 2015, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to September 30, 2018, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide parking citation processing services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of ninety thousand dollars (\$90,000.00) at rates stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant

shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Stephen Hittman, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual revenue collected and applicable reimburseables. This amount shall not exceed ninety thousand dollars (\$90,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least one hundred eighty (180) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such

suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than one hundred eight (180) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Consultant fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the City Manager, Consultant shall forfeit and pay to the City, as liquidated damages, the sum of one hundred dollars (\$100.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Consultant under the terms of this Agreement. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the

performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents supplied by the City, designs, drawings, maps, models, computer files of information that was obtained when each violation was written at the street level. All information that was supplied by the various DMVs is the property of each DMV and will not be released to the City or to a subsequent vendor without proper authorization from the respective DMV agency. Surveys, notes, and other documents in possession of the City prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, data belonging to the City, upon termination of the contract regardless of cause, Consultant shall make available to the City a useable computer file at no cost to the City.

10. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth

here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

The Consultant covenants and agrees that if Consultant and/or its subconsultants intends to provide service or enter into any contract with any developer(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, during the Term of this Agreement, Consultant shall immediately notify the City, in writing, informing the City of the nature of the contract, prior to commencing with any work or entering into such contract. The City Manager shall determine whether potential conflict of interest exists and will assign any work related to the conflict to an alternate consultant.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Stephen Hittman, Chief Operating Officer
Complus Data Innovations, Inc.
560 White Plains Road
Tarrytown, New York 10591

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any

alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

COMPLUS DATA INNOVATIONS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Jeff Grossman, President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Consultant shall provide evidence of crime insurance, crime bond, or a faithful performance/employee dishonesty bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of

coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the

right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.



Date:
April 27, 2015

Recommendation for:
Parking Ticket Management Services

Prepared For:
City of Moorpark, CA



Prepared By:
Complus Data Innovations, Inc.
560 White Plains Road
Tarrytown, NY 10591
914-747-1200



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I. Qualifications and Experience

Industry Experience

Since the company's inception, Complus Data Innovations, Inc. (Complus) has specialized in parking management software and services. Our unique solution, the **FastTrack™** system, provides clients a unified approach to end to end enforcement with permitting and citation management. Complimented by our dedicated team of parking professionals, Complus delivers the most effective solution in the industry.

Over 75 million dollars of revenue was collected and over 125,000 permits were tracked using Complus' proprietary **FastTrack™** software in 2014. Developed and maintained by Complus, this state of the art software automates parking ticket processing and integrates parking permit programs. Designed exclusively to benefit parking ticket offices, violation bureaus, and local justice courts, Complus assumes the entire task of ticket processing, within your existing framework, customized to fit your needs.

We understand the unprecedented financial pressures faced by municipalities today. Our proprietary parking ticket management system reflects that understanding, by helping our clients **maximize revenue collection and reduce workload, while completely eliminating up-front expenses.**

- **Complus** will provide, with *no up-front cost* to the City of Moorpark (Moorpark), all of the equipment, data processing, communications, training, expertise, and ongoing support necessary to effectively manage each parking ticket from the moment it is issued until final disposition
- **Complus** will work closely with your personnel and any appropriate agencies to maximize revenue collection – up to 96% for *newly issued tickets* and up to 80% for *backlogged, unpaid tickets that are years old* – and to do so with maximum efficiency and accuracy
- **Complus** will monitor the results of our mutual efforts and report and analyze those results on a regular basis
- **Complus** will keep you on the “cutting edge” of technology, continually helping you to take full advantage of the latest solutions available in the parking industry

Company Information

Complus Data Innovations, Inc., (Complus) has been incorporated under the laws of the State of New York since 1986 and is qualified to conduct business in the State of California. Complus currently has over 200 clients across the United States.



Contact Information

Complus Data Innovations, Inc.
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Tarrytown, NY 10591
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Toll Free: (800) 331-8802
Fax: (914) 747-0632
www.complusdata.com



Jeff G. Grossman: jeffg@complusdata.com

Mr. Grossman is authorized to contractually bind Complus to any future agreements.

Stephen J. Hittman: stephenh@complusdata.com

Mr. Hittman is authorized to negotiate and answer questions about our company; in addition, he will provide contract administration duties.

References

Complus Data Innovations, Inc. has over 28 years of specialized experience in providing full service parking ticket processing services for municipalities of all sizes. Today we serve over 200 clients across 23 states. Below are five (5) references that can attest to our technology, service and revenue generation capabilities.

Ann Arbor, MI	2005	150,000	\$3,000,000	Matt Horning (734) 794-6541 mhorning@a2gov.org 301 East Huron Street Ann Arbor, MI 48104	Full service solution including software, handheld violation writers, handwritten ticket entry, web-based payments, nationwide DMV, custom reports, HelpDesk
Arroyo Grande, CA	2013	160	\$4,600	Rick Enberg (805)473-5110 x5230 renberg@arroyogrande.org 200 N Halycon Road Arroyo Grande, CA 93420	Full Service solution including software, handheld ticket writers, violator calls, web-based payments, payment processing, nationwide DMV lookups, customized reports, HelpDesk



City of Wausau, WI	2006	16,000	\$263,000	Maryanne Groat (715) 261-6645 mgroat@ci.wausau.wi.us 407 Grant Street Wausau, WI 54403	Full Service solution including an on-line real time system, handheld ticket writers with customized programming, handwritten ticket entry, web-based payments, nationwide DMV lookups, customized reports, Help Desk
Westport, CT	2011	99,400	\$770,000	Deputy Chief Koskinas (203) 341-6026 50 Jesup Road Westport, CT 06880	Full Service solution including software, permit program, handheld ticket writers, violator calls, web-based payments, payment processing, nationwide DMV lookups, customized reports, HelpDesk
White Plains, NY	1999	355,000	\$7,600,000	John Larson (914) 422-1232 jlarson@whiteplainsny.gov 255 Main Street - Annex Building White Plains, NY 10601	Full Service solution including software, handheld violation writers, web-based payments, nationwide DMV lookups, customized reports, HelpDesk



II. Management and Implementation

Complus Management

When you work with Complus, you are served by some of the most skilled, knowledgeable, and experienced professionals in the parking industry. We are committed to providing our customers with the innovative solutions, critical information, and reliable support they need.

Below are brief introductions to key Complus management and staff personnel – the professionals who will have a primary responsibility for ensuring the City of Moorpark’s parking violation system operate efficiently and effectively every day.

Jeff G. Grossman, President

In 1979, Jeff began working with municipal governments as an independent consultant providing computer programming expertise in a wide range of areas including accounting, court administration, and personnel. He founded Complus Data Innovations, Inc. in 1986 and continues to provide overall leadership to the Complus team. Jeff oversees all technical development and directs the ongoing process of keeping Complus on the leading edge of technological innovation. He is a graduate of Pace University and majored in Computer Science and Accounting.

Stephen J. Hittman, Chief Operating Officer

Stephen worked in Public Accounting for 26 years and was associated with many closely held companies of small and medium size. Stephen was Complus’ outside accountant until he began working full-time with Complus. Today he is responsible for all administrative functions as well as pricing, competitive analysis, customer relations, and business development. As leader of the Project Management Team, Stephen is a graduate of Pace University where he majored in Accounting.

Jennifer Rentz, Vice President – Business Operations

Jennifer developed her career in Client Services, Project Management, and Marketing. Jennifer brings over 10 years of Client Service and Management experience to the Complus team. In her current position, Jennifer manages existing operational structures and helps develop new concepts that keep Complus on the cutting edge. A Pace University graduate with a Bachelor of Business Administration degree in Marketing Management, Jennifer is currently working towards a Master of Science Degree in IT.

Amie Devero, Vice President – Business Development

Prior to joining Complus, Amie Devero was President of Solutions 4 Cities (S4C), a consulting firm specializing in “smart city” technology companies with special focus in the parking and transit sectors. Amie began her career as a partner in the international firm, Framework Consulting. Amie currently sits on the IPI Technology and Sustainability Committee, and has been published multiple times in *Parking Today* and *The Parking Professional*. Amie was educated at Bennington College and Harvard University, and holds two Master’s degrees, one of which is from the London School of Economics and Political Science. As Vice President of Business Development, Amie is responsible for sales leadership and driving new revenue.

Denise Mangano, Information Technology Director



Denise joined the Complus team in 2002, applying her prior IT experience as our Help Desk Analyst. Since then, Denise has assumed the role of Complus' Director of Technical Services. In her current position, Denise's responsibilities include overseeing and managing daily network operations, new client installations, the Help Desk, and field support team. Additionally, she is in charge of the overall design, operation, reliability and security of Complus' data and telecommunications infrastructure. Denise graduated from Pace University with a Master of Science degree in Computer Science.

Janine Marsigliano, Director of Client Services

Prior to coming to Complus, Janine worked in the telecommunications field for MCI, managing implementations for Fortune 500 companies including Bear Sterns, PepsiCo, TIAA-CREF and Barnes and Noble. She has a solid history of successful project completions and brings with her over 10 years of Client Services experience. Janine manages the Client Services team, working to deliver attentive, superior service to our clients. In her duties at Complus, she is responsible for overseeing training on the *FastTrack™* software and assisting with client issues as they arise. Janine is a graduate of Iona College with a Bachelor of Business Administration degree in Marketing.

Charles Gutierrez, Director of Business Development

Before joining Complus, Charles held the position of Sales Manager with Toledo Ticket Company. Responsible for corporate expansion into the Latin American market, Charles developed strategic alliances with equipment dealers and manufactures. He quickly became an integral member of the product development team introducing several successful products into the market. A graduate of University of Phoenix, with Complus Charles is responsible for new client acquisition and expansion in the West Coast market.

Project Management Plan

A project management team (reporting to Stephen J. Hittman, Chief Operating Officer) will be established to handle the City of Moorpark account. Although each of our employees has a specific job function, virtually all have been cross-trained to act as a backup for other team members should the need arise.

Complus' only business is to provide violation management services for our clients. Conflicts with commitments to other clients are almost non-existent due to proper scheduling. Complus also has no corporate commitments that we anticipate will in any way impact our ability to fulfill our contractual requirements to the City in the time frames that are agreed upon.

Complus has always felt that by specializing and concentrating in providing very specific services we are able to assure our clients that our entire staff has the highest degree of expertise and focus. Providing only these services also allows us to maximize economies and assure our clients that all corporate resources are available to them should the need arise.

System Implementation & Conversion

Once the contract is signed, a supervising Client Service Representative (CSR) will be assigned as the primary contact for the account. The dedicated CSR will work hand in glove with our IT and implementation team. The team consists of approximately 5 individuals, each overseeing different aspects of the project. Examples of these areas of oversight include:



- Information collection for all aspects of the system
- Collecting and uploading all current and historic data into the Complus system
- Handheld device programming
- Configuration of all violations
- Configuration of local streets
- Creating ad hoc reports for the City
- Scheduling and Delivering Training

That implementation team will remain intact throughout the period of configuration, set-up, device procurement and deployment, and training. Once the system is successfully launched and is underway, the CSR will remain dedicated to the project.

Complus maintains a significant level of redundancy in our human resources, and although there is a single dedicated CSR on the account, there is significant back-up should the need arise. Moreover, our IT support team is available for technical assistance at all times.

Complus will provide a seamless transition from your existing system to the latest version of our online Violation Management Software, identified as the **FastTrack** system, within the time frame mentioned above. All of Moorpark's current parking ticket data will be converted to the Complus **FastTrack** system at no additional cost (assuming a useable file format can be provided). All data conversion will be done to a one-hundred percent (100%) quality standard, with no value or meaning being lost.

Before going live with the **FastTrack** software, Complus will ensure the system is working properly through comprehensive implementation testing. Initial conversion test files will be received and ran well in advance of the target installation date. Supervised by one of our experienced programmers, system issues will be identified and fully resolve to guarantee a smooth software transition.

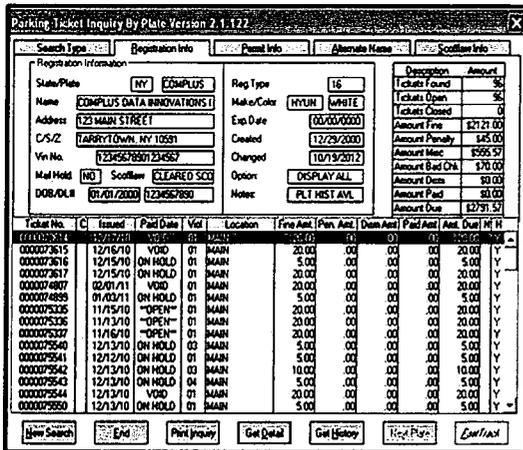
Data Sharing

The **FastTrack** parking ticket software interfaces with the latest versions of Windows and allows for multiple sessions at any PC. It integrates completely and seamlessly with your in-house network. Moorpark can take advantage of our File Transfer Facilities to download all or part of your files to be used with other city applications and programs.



III. Citation Management

The *FastTrack*™ Management System



Complus will provide Moorpark with access to the latest version of our online Violation Management Software, identified as the *FastTrack*™ System.

FastTrack™ is a state of the art, online, interactive, Citrix-based system that has a minimum of 99% up time on each terminal. It is transaction-oriented in design and provides 100% real time processing. Each and every access to the system is processed immediately and reflected by an instantaneous update to our database. Every new entry, file update, payment, disposition, and address change, adjustment or inquiry, is reflective of the most current and accurate data available.

New Citation Entry

The *FastTrack*™ system provides a concise method of capturing initial violation information needed to add a new ticket to the system. Specifically, this program facilitates the entry of manually written tickets. Violations written by the handheld ticket writers will be immediately added to the system upon wireless transfer.

Data Entry

As an optional service, Moorpark may choose to have Complus team members manually enter handwritten citations in the *FastTrack*™ system. All tickets will be entered within 48 hours of receipt and a full audit of the ticket information will be undertaken to ensure 99.99% entry accuracy. Following customized guidelines created according to city standards, Moorpark will be notified of incomplete citations requiring clarification for proper manual entry.

Handwritten tickets will be scanned at Complus' processing center and stored as digital images on optical media. They will be readily available for ticket view in *FastTrack*™ and on the web-based payment site. Moorpark may then choose to store citation hardcopies at our processing center for an agreed upon time period, or have them returned for city storage.

Online Inquiry

FastTrack™ allows an authorized user to perform the following inquiries:

- Citation Number
- Owner Name (full or partial name)
- Wildcard search*
- License Plate Number

* Coming with *FastTrack*™ 6.0



- Summary Inquiry
- **Ticket Sequence (options to filter by: Issue Date, Paid Date or Location)**
- Driver's License
- Based on Tow Eligibility

Inquiries display all ticket detail, ticket history, correspondence, notices, payment information, ticket status, and adjudications tied together by license plate and driver's license.

Adjustments

Complus will institute any changes to fines and enforcement officers within established time lines at no cost to Moorpark. Furthermore, the **FastTrack™** system allows for the reinstatement of closed violations for reasons including, but not limited to, returned checks. The City also has the ability to void individual citations and to annotate the citation record

Digital Imaging

A unique feature of our system allows clients to view an image of the violation online. These images can then be printed or emailed to the violator. The software will also allow you to zoom in or magnify the violation so that you can better see specific vehicle information. This is extremely helpful when violations are contested, "no hit" occurs when performing a DMV registration lookup.



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of

Booting and Towing System

The enhanced Complus Boot and Tow component **FastTrack™** is designed to help manage all boot and tow activity. This includes maintaining a file of authorized tow companies, tow lot locations, boot inventory, and monthly lists of all vehicles subject to towing

When a vehicle is eligible to be booted or towed, enforcement officers are alerted by the handheld ticket writers and a boot or tow case is created within **FastTrack™**, tracking all the activity associated with the vehicle. The program can recommend the next available tow company and maintain the exact location where the vehicle is either immobilized or towed.

When payment has been made by the customer, a release form is generated and the tow company is notified that the car can be released to the owner.

Appeal Tracking

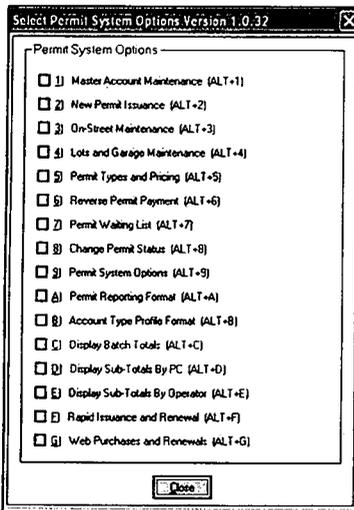
The Appeal Tracking component of the Complus **FastTrack™** system allows the operator to record a not guilty plea along with hearing/trial date information. Once the petition is entered, the citation will be



flagged as on appeal. Inquiries can be made by license plate, trial date, and officer shield number. Appeals can be related to one or more citations.

FastTrack™ has the capability to generate a letter of notification of the appeal and to hold additional penalties in abeyance pending the outcome of said review. The system will provide reports of reviews received as well as dispositions.

Upon a final judgment, unique disposition codes can be applied to indicate the appeal outcome, and the end-user can release a ticket for subsequent action. All activity related to the appeals process (including financial activities) can be reviewed in the audit trail for each citation. The **FastTrack™** system can also keep records of any telephone or written correspondence.



Parking Permit Program

Moorpark will have access to our interactive permit processing system. This robust program is completely integrated with our parking ticket processing capabilities and provides clients with a 360 degree view of the parking customer relationship.

The system will allow the user to obtain inquiries of permit records by account number, registration, permit number, name and street address. The records will also include account number, name, pertinent contact information, vehicle registration number, vehicle description, permit number(s), issuance and expiration dates and a comment field to record pertinent information if necessary.

Permit payments are recorded separately from violation payments on a daily journal report with full financial controls for tracking. Permit activity can be reported via a monthly management report or the Crystal Reporting tool. Our permit module cross references the parking ticket database in the Complus **FastTrack™** system (if applicable). Therefore, the City has the option to restrict a permit/decals sale to an individual until all citations are paid in full.

In addition, clients can take advantage of Complus in-house printing or email services to mail notification of permit renewals or information about the permit program.

Payment and Cash Management

The Complus **FastTrack™** system is an effective program for managing cash flow and payment transactions for the City. Currently, the system accepts payments via cash, check, credit card and money orders, and split payments can be made. As with all transactions, end of day payment totals can be printed out, reviewed, and audited by individual PC terminals or by operator. The system allows for the posting of both full and partial payments, and can apply overpayments to an existing customer balance.

In addition, **FastTrack™** will process checks returned for insufficient funds, reactivate the tickets, and record the reduction on the database. Re-activated tickets resulting from returned checks will become eligible for a notice during the next scheduled notice run. The system will also allow for the acceptance of partial payments.



Window Cashier Services

Complus' offers its own fully integrated and secure on-line cashiering program which allows clients to process all walk-in payments. Should Moorpark opt to utilize this system, Complus will provide all the tools necessary to achieve success. Receipt printers and cash drawers are available for an additional charge.

By using our **FastTrack™** software, authorized cashiers will be able to:

- Pay individual tickets by ticket number
- Pay selected tickets issued to a given plate number
- Pay all transactions for a given plate with a single transaction entry
- Show total funds collected, by cashier and PC, for reconciliation and control
- Apply adjustments to amounts paid
- Print a receipt which displays tickets, amounts paid, and date
- Print a transaction listing of all payments and adjustments
- Make inquiries by ticket and plate number
- Update ticket database on-line with transaction entered

Payments for parking tickets are updated on the Complus **FastTrack™** system in real-time and the system contains a built-in accounting audit trail for all payment and adjustment transactions posted through the cashier workstation. It allows for payments to be entered by ticket number or vehicle registration number, and when posting payments for parking tickets, the payment screen will automatically display fines, penalties, amount paid, and amount due. Should the user attempt to enter payment for a ticket not yet recorded in the system, a skeletal payment can be applied to the violation number and data from the citation will be updated when it becomes available.

Lockbox Services

All mail-in payments are processed using procedures driven by our clients. A report of each day's receipts is prepared daily and transmitted to clients for audit purposes. In addition, Complus retains images of all check payments processed.

We understand that Moorpark wishes to delegate payment processing to their chosen vendor. As an optional service, mail-in payments can be sent to a dedicated Post Office Box and retrieved by Complus daily.

Complus will perform all payment processing functions and deposit the funds directly into a city-owned bank account daily.

LET COMPLUS DO THE
WORK FOR YOU

Complus has security measures in force to ensure the safety and integrity of payments being processed by our office. Payments are:

1. Logged in when received.
2. Envelopes are opened.
3. Ticket number(s) are entered on checks and on the copy of the invoice or ticket received.



These payments are batched and entered into the system by a Complus employee dedicated to the Moorpark account. This entire process takes place in a secure environment and reports, as well as processing materials, will be secured in a safe outside of normal business hours.

In addition, the **FastTrack™** system will process checks returned for insufficient funds, reactivate the tickets, and record the reduction on the database. Re-activated tickets resulting from returned checks will become eligible for a notice during the next scheduled notice run. The system will also allow for the acceptance of partial payments.

Pay-by-Phone Payments (IVR)

As part of our comprehensive payment solution, Complus will provide a convenient method for accepting parking ticket payments over the phone at no additional cost to the City.

The IVR accepts real-time, phone-based credit card payments and is fully integrated with the **FastTrack™** system. All payments are updated in real-time and are fully secure according to industry standards. This customized, recorded voice response system is available in both English and Spanish. Complus has been able to drive over 32% of payment volume to the online or phone options, providing our clients more opportunity to focus on other critical duties.

Automated Self-Service Payment Kiosk (Optional, additional charge)

Complus will provide, at the City of Moorpark's option, the ability for citizens to use an automated self-service payment kiosk to inquire and pay for parking citations. The kiosk will interface with Complus' parking citation processing system. The kiosk(s) is a stand-alone feature which accepts credit cards, cash, or checks and does not require City intervention to complete the transaction. The kiosk we are proposing is manufactured by Adcomp Systems Group and can be customized based on your needs.



Out-Facing Payment Kiosk

Customer Web Portal

Online Citation Payments

Complus hosts its own integrated and secure solution for clients to accept real-time payments online. This parking ticket payment tool allows customers to pay their outstanding tickets with credit cards or a PayPal account and Complus has already made the arrangements with the banking and credit card agencies.

The entire service is completely integrated with the Complus **FastTrack™** System so that as transactions are processed, **FastTrack™** is updated in real-time. The web-based payment system is secured with the latest encryption technology, is PCI compliant, and offers a quick and easy solution for processing violation payments.

The website is designed, programmed, and maintained on the City's behalf. Customers benefit from being able to make payments around the clock and the City of Moorpark will receive 100% of the violation fee.

Online Appeals

The hosted violation payment website also offers clients the option to allow online appeal. During the online appeals process, customers are able to enter their email address in order to receive electronic



updates on their appeal. Customers can attach scanned documents, digital images, or other electronic items to their appeal file and/or see a digital image of their violation and any handheld pictures.

Authorized users have access to manage the overall process, review individual cases, establish trial dates, and enter dispositions that are relevant to any of the appeals that are filed.

Allow customers to pay online	Yes
Allow clients to determine if single violations can be paid or ALL outstanding violations on plate must be paid	Yes
View images taken at time of citation issuance	Yes
Allow customers to appeal online	Yes
Allow customers to attach supporting documents for their appeal	Yes

Permit Purchase/Renewals

Via the Complus web portal, eligible permit customers can purchase, renew, or maintain their permit account without a significant strain on City resources. Using parameters established and maintained by the City, permit purchases can be prompted to resolve all outstanding parking debt owed to the City and/or provide required documentation to prove residency, etc. In addition, in 2015, Complus online permit management will be enhanced for online wait list options. Using the site, permit prospects can add their name to the wait list as well as update critical account information for electronic communication (e.g., contact information, vehicle information).



Nationwide DMV Lookups

Highlights

- Complus does not rely on third parties to retrieve DMV owner information
- We leverage DMV information and United States Postal Service Data to drive industry leading collection rates

Outstanding customer service, easy to use and technologically advanced software, customized notices, web-based payments, ongoing support, and management consultation services are all important features of the Complus program. However, there is no single part of the parking citation management process that is as important to the ultimate successful disposition of each ticket as DMV registration retrievals. That is why DMV registered owner retrieval information must come directly from each DMV (no matter how many or how few tickets were issued to vehicles from each state) as opposed to coming through any third party.

Complus has the most extensive In-State and Out-of-State registration program in the industry. We do not rely on third parties to retrieve DMV information. At the current time, we send name and address requests nationwide, including the District of Columbia.

The success of our direct, nationwide DMV access, combined with our automated delinquent noticing service has resulted in Complus clients achieving an average, overall collection rate of 91% on issued parking tickets.

California Department of Motor Vehicles (DMV)

Complus will interface with the California Department of Motor Vehicles to process registered owner information requests, refreshing violator information for up to 12 months after a violation. DMV information files are exchanged at regularly scheduled intervals determined by the specific needs of our California clients. We are currently working towards online access with the CA DMV and expect this project to be completed within four (4) months.



Delinquent Notice Violations

Complus has automated the process for generating and mailing delinquent notices. This is a process that we have advanced and perfected over the last 28 years and is never outsourced. Complus manages all noticing functions in-house and all notices are run and brought to the Post Office for delivery on the same business day. Under the full service option, Moorpark can take advantage of Complus' expertise and experience in sending violation notices to ensure maximum revenue results.

Address verification and Zip+4 data are added when available to the address information supplied by the DMV agencies. The purpose of this program is to standardize address information and add data wherever possible to ensure accurate and speedy delivery of all collection correspondence.

Highlight:

All notices will directly correlate to Moorpark's specific penalty calendar and reflect all scheduled fees.



Mail returned by the Post Office as undeliverable is sent to our office in Tarrytown, NY to be processed by our Client Support department. Address corrections noted on the outside of the envelope by the Post Office are processed and entered into the system.

Leased/Rented Vehicles

For leased or rented vehicles, Complus generates and sends the initial notices to the registrant/owner. Upon receipt of the vehicle operator information, the **FastTrack™** system allows for a change in name and address of the responsible party, and a new notice will be generated and sent to the operator.

Reporting

Standard Management Reports

As part of its existing solutions, Complus has several standard reports readily available for immediate use. The City can request any of these at any time. In addition, Complus will provide programming and preparation of supplementary, customized reports in a timely manner, at no additional cost.

As part of our basic service, Complus provides the following:

- *Daily On-Line Cashiering Report* listing all window payments and adjustments by ticket number, amount, method of payment cashier, date, and plate number.
- *Monthly Noticing Activity Report* showing by plate number the noticing activity with mail date, ticket number, name, address, and amount due
- *Weekly Scheduled Hearing Report* showing all tickets scheduled for hearing with ticket number and amount, date issued, hearing date and time, state plate, name, and address of owner
- *Monthly New Tickets Report* showing the ticket number, issued date, fine amount, and state/plate, of new tickets entered into the violations Master File
- *Monthly Voided Ticket Report* listing voided numbers within books of tickets issued to date
- *Monthly Tickets by State-Report* showing, by state/plate, tickets issued (broken out by in-state or out-of-state), including ticket number, issue date, issue time, violation code, total fines, penalties, reductions, payments, and total due including a summary showing total for each state and grand totals
- *Monthly Tow Report/Hot Sheet* showing by state/plate all plates with eligible amounts of unpaid tickets including ticket numbers, issue dates, location, time make, color, fine penalty, reduction, paid, and due amounts, together with the owner's name and address
- *Monthly Issuance by Location Report* showing ticket number, times of issue, violation code, and date of issue

HIGHLIGHTS

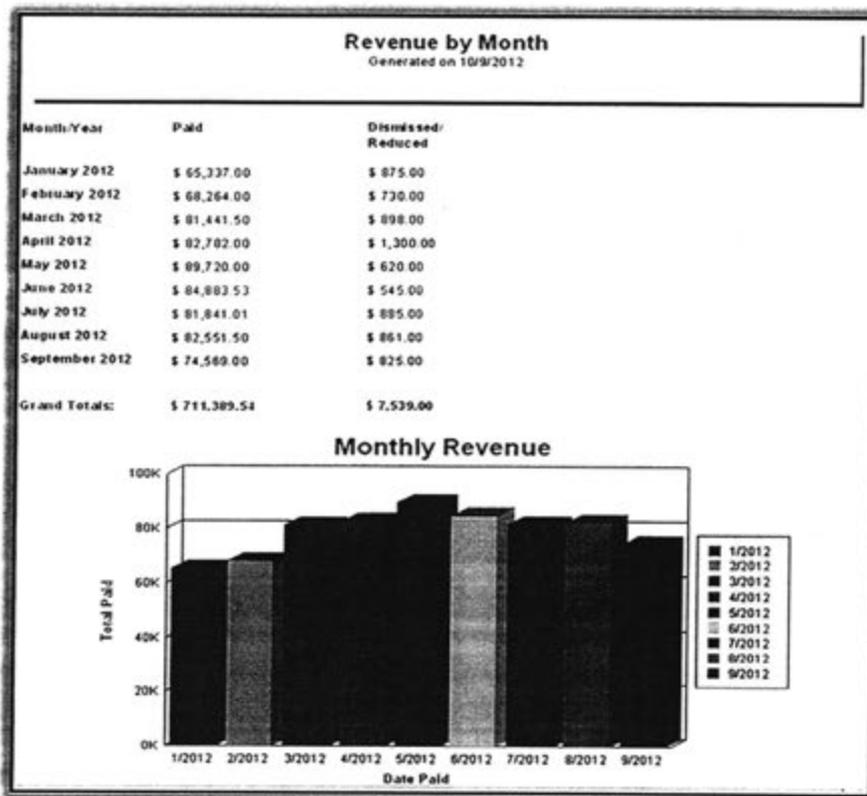
- Complus offers standard monthly reporting in both PDF and Excel formats
- Monthly reports can be sent directly to your mailbox
- **Crystal Reports** is also available for real time access to Moorpark parking data
- Via **Crystal Reports**, Moorpark will have access to build custom reports



Crystal Reports

Complus also offers the use of **Crystal Reports**, a reporting tool that provides access to all of your own data in real-time. These are tailored to our client's specific needs and are available for access over the Internet using a web browser. Complus has created many template reports that allow clients to enter filtering criteria (such as a specific officer, or a specific date) and generate a report designed to client's specifications. Some examples of questions that can be answered with this tool:

- How many tickets were written on Main St. during the parade on May 24th?
- How many meter violations were issued in Lot E during the 1st Quarter?
- How much parking revenue has been collected so far this month?
- Which operator accepted the most payments at the counter?
- How many tickets did Officer Smith write yesterday?





IV. Handheld Devices

Handheld Computer Ticket Writers

Highlights

- Complus offers an **unprecedented 36 month handheld replacement policy**
- Complus supplies all handheld ticket writer accessories at **no additional cost**

Complus will provide Moorpark with ten (10) **Casio® IT-9000** Handheld Ticket Writers. Use of these units results in substantial error reduction, increased productivity, and increased enforcement of towing and booting laws. The IT 9000 provides the absolute latest in purpose-built handheld technology and includes the following features:

Casio® IT-9000

- Each unit is a completely integrated unit with a built-in-thermal printer
- Weighs less than 2 pounds
- Includes a built-in lithium-ion, rechargeable battery that can hold an 8 hour charge
- Integrated color camera with autofocus, flash and zoom
- Image print license plate on ticket
- Real-time, wireless functionality for real-time ticket upload
- Interface with various single/multi-space meters, pay-by-cell and LPR technologies
- Readable in all weather conditions
- Drop durability of 4 feet to concrete
- Operating temperature of -4°F to 122°F



Casio IT-9000



Screen Shot from Tracking Application

Enforcement Mapping via GPS

Complus recognizes the importance of providing clients with information at their fingertips to make strategic decisions about enforcement. In response to this need, we introduce our GPS tracking application. This application enables management to access data captured by a GPS unit that is integrated into the handheld ticket writers. As the officers travel throughout their shifts, Complus' GPS application is capturing the coordinates of their exact locations, at pre-determined time increments, such as every ten minutes, or every half-hour. In addition to tracking actual movement, this application will also record the coordinates of specific key activities such as ticket issuance locations, tire-mark locations or the places where vehicles have been booted or towed.



Handheld Integrations

Complus will provide Moorpark with the capability to integrate our handheld ticket writers with various parking technologies including pay-by-cell, LPR and multi-space meters. We have active integrations with several leading parking industry providers.

Pay-by-Cell	<i>Offers drivers a convenient way to pay for or extend parking without having to be physically present at the meter.</i>	ParkMobile, Passport, & PayByPhone
Pay-by-Plate	<i>Allow municipalities to maximize parking areas as pre-determined spaces are no longer necessary. When paired with LPR enforcement systems, parking enforcement officers can quickly determine which vehicles have and have not paid for parking. Eliminates the need for drivers to display a receipt (pay and display) or remember a space number or paint parking spaces (pay by space).</i>	Digital & Cale
Multi-Space Meters	<i>Eliminate the need for maintaining numerous single space meters, offer drivers numerous payment options, and integrate with pay-by-cell capabilities for increased parking payment compliance.</i>	Digital, Cale, Parkeon, & Hectronic
Mobile License Plate Recognition	<i>A valuable tool in both boot and tow programs and permit enforcement. Complus has developed the Quick Response application to automate enforcement, share scofflaw and permit files, and increase the overall efficiency of vehicle using mobile LPR system.</i>	Genetec, Elsag, & PayLock
Self Releasing Boot	<i>Offers drivers the convenience of paying fines and boot fees on the spot and having immediate access to their vehicle without the need of boot release by parking enforcement officers.</i>	PayLock



V. Security and Support Services

System Security & Back-Up Provision

The database is protected by both hardware and software-generated components. Each PC is encoded with a computer name that must correspond with the expected computer name that is configured in the Complus server. Each access to the server is verified to ensure that only pre-authorized PC devices can utilize the system.

In addition, each user is assigned a unique user-ID and password to access the **FastTrack** system. Each time a user signs into the system, the software verifies the user-ID and validates the password against the authorized security file.

Moorpark parking data stored by Complus will be provided in an appropriate file layout should the contract be terminated.

The database is protected by the following software-generated components:

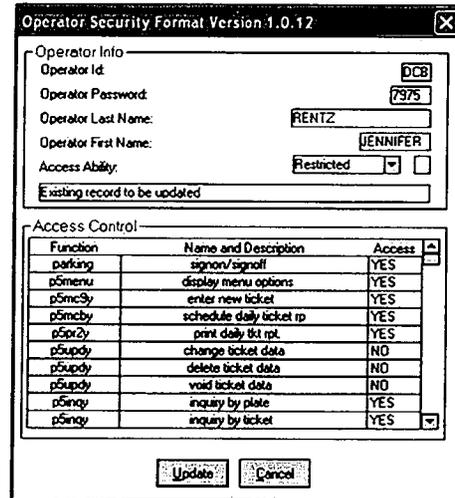
- Client access to **FastTrack** data, as well as reports, is granted through a Citrix https connection secured with a 128 bit SSL certificate
- Customer credit card payments are accepted solely through our parkingticketpayment.com (PTP) website and are also processed via an https connection secured with a 128 bit SSL certificate
- The PTP website undergoes an annual PCI assessment ensuring compliance with all applicable requirements

Audits

With each violation linked to a particular license plate, **FastTrack™** provides a complete history of all transactions associated with the violation including monetary, telephone, and walk-in contact. This history log creates an audit trail of all activity by each individual with access to the system. The system allows the operator to change any of the initial data entered using the Update Program. Changes can only be applied to active violations and requires the operator to document the reason for the adjustment. **Each update can be audited for later review.**

User Restrictions

A system administrator in **FastTrack** has the ability to control activity of all other users. Every single action can be turned on or off easily. The administrator can also add users, delete users, and change security options at any time. This feature also allows an administrator to update passwords or choose full system access.





Disaster Recovery Plan

Complus takes extra precautions to ensure the integrity of the data that we manage on our clients' behalf is never compromised. Maintaining a database of over 200+ municipal and university clients' parking tickets (representing millions of dollars in revenue annually) is something that we take very seriously. Therefore, Complus has developed a Disaster Recovery Plan to be executed in the unlikely event that unforeseen circumstances render our primary data center inoperative. In addition to nightly tape backups that are taken off-site, Complus has established a backup data center and telecommunications infrastructure in the event of a service interruption at our headquarter facility. This secure disaster recovery co-location facility is located 125 miles from our headquarter office.

The disaster recovery plan would be executed as follows:

- Formal notification of data center disaster
- Implement setup procedures & activate telecommunications at backup computer facility
- Loading of Complus parking violations software and customer data files.
- Relocation of new Complus computer and telecommunications equipment at a new primary location in New York while operating backup facility
- Install, test, and load software and customer data files at new Complus data center location in New York

Support and Training

Software Maintenance and Support

During the contract period, Moorpark employees will have access to live customer service assistance via a nationwide, toll free number between the hours of 8:00 AM and 5:00 PM, Monday through Friday, Pacific Time, with afterhours emergency support via call forwarding for all technical issues. In addition, Complus provides remote diagnosis and resolution via secure access to the system.

Our customer service representatives will be able to address any and all questions regarding the proposed services that are outlined in this document, as well as open trouble tickets for operational issues that employees may encounter. In most cases, the response time during business hours is immediate to one hour with a live representative. All CSRs and IT technicians are familiar with our client base and are trained to act as backups for each other.

There are no additional fees for software, hardware, or technical support services. All software upgrades are provided at no additional cost for the life of the contract.

Hardware Maintenance

Maintenance, repair, and replacement of the equipment will be the responsibility of Complus for normal wear and tear. This includes handhelds, printers, batteries, chargers and cables. Replacement units will be available in 48 hours or less.

Training

Complus will provide on-site training to all necessary parking services personnel on both the **FastTrack™** system and the handheld ticket writers. This support will continue until competency on Complus' software and hardware is achieved by all users.



Training consists of both classroom based preparation and “in the field” sessions for handheld users. Complus will supply all handheld and software users with training manuals on the *FastTrack™* system and handheld ticket writers. Manual updates will be provided as new enhancements are released. Our training program has been adapted to meet the needs of each particular client site, and a detailed training plan will be provided to the City upon award of contract.

After the initial implementation training and system launch, Complus will also be available to provide refresher training or new staff member training at no additional charge throughout the term of the contract. **All reasonable requests for training by the City will be provided by Complus at no charge—including all travel costs for Complus personnel.**



To: Shaun Kroes

From: Charles Gutierrez, Director of Business Development, Complus Data Innovations

Re: Revised Pricing Proposal

Date: June 18, 2015

The following list includes the hardware and software that will be provided by Complus for the parking ticket management system*:

- Ten (10) **Casio® IT-9000** Handheld Ticket Writers - including handheld software and all hardware peripherals for the life of the contract (does NOT include digital data plans or other Internet connectivity devices or upgrades)
- Five (5) Software licenses to the Complus **FastTrack™** System
- One (1) Cash Register Drawer
- One (1) Receipt Printer
- Direct DMV Lookups
- Access to **Crystal Reports** Reporting Tool
- Ticket stock for handhelds
- Noticing for delinquent tickets*
- All implementation, Training, Technical and Client Support for life of contract

Complus' fees for all of the services outlined in this proposal are as follows:

Total Monthly Fees: 8.80% of collected citation revenue (includes processing of mail in appeals).

Optional Add-On Services:

Mi-fi Portable Hotspots and associated data plan: \$50.00 per unit, per month (billed monthly).

**Postage costs for all delinquent noticing will be reimbursed by the City of Moorpark at cost. There will be no markup on postage.*

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2015/16 GENERAL FUND (1000) BUDGET TO APPROPRIATE \$17,000 FOR PARKING CITATION PROCESSING; AND INCREASE REVENUE BY \$17,000 TO REFLECT ADDITIONAL REVENUE FROM PARKING CITATIONS

WHEREAS, on June 17, 2015, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year (FY) 2015/16, which includes \$10,000 General Fund appropriations in Parking Enforcement Division (8330) for citation processing; and

WHEREAS, on July 1, 2015, the City Council awarded an Agreement to Complus Data Innovations, Inc. for the handheld parking citation devices and parking citation processing services. For FY 2015/16, the annual cost of services will be about \$27,000; and

WHEREAS, on July 1, 2015, the City Council approved increasing parking citation fees to offset the increase cost of Complus' services; and

WHEREAS, a staff report has been presented to the City Council summarizing the proposed increased costs to Moorpark's parking citation processing services; and

WHEREAS, a budget appropriation of \$17,000 is needed from General Fund (1000) for the new Agreement; and

WHEREAS, a budget revenue amendment of \$17,000 for General Fund (1000) is needed to reflect additional revenue from parking citations; and

WHEREAS, Exhibit "A" attached hereto and made a part hereof, describes said budget amendments and their resultant impact to the budget line item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a budget expenditure amendment of \$17,000 as described in Exhibit "A" attached hereto, is hereby approved.

SECTION 2. That a budget revenue amendment of \$17,000 as described in Exhibit "A" attached hereto, is hereby approved

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 1st day of July, 2015.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Budget Amendment

EXHIBIT A

**BUDGET AMENDMENT FOR
GENERAL FUND (1000)
FOR PARKING CITATION PROCESSING SERVICES AND REVISED BAIL SCHEDULE FOR
VEHICLE PARKING VIOLATIONS
FY 2015/16**

FUND BALANCE ALLOCATION:

Fund Title	Fund-Account Number	Amount
GENERAL FUND	1000-5500	\$ (17,000.00)
GENERAL FUND	1000-5500	\$ 17,000.00
Total		\$ -

REVENUE BUDGET ALLOCATION:

Account Number	Current Budget	Revision	Amended Budget
1000.3301	\$ 250,000.00	\$ 17,000.00	\$ 267,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 250,000.00	\$ 17,000.00	\$ 267,000.00

EXPENDITURE APPROPRIATION:

Account Number	Current Budget	Revision	Amended Budget
1000.8330.0000.9102	\$ 10,000.00	\$ 17,000.00	\$ 27,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 10,000.00	\$ 17,000.00	\$ 27,000.00

Finance Approval: 

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, RESCINDING RESOLUTION NO. 2010-2981 AND ESTABLISHING A NEW BAIL SCHEDULE FOR VIOLATIONS OF THE MOORPARK MUNICIPAL TRAFFIC CODE RELATED TO VEHICLE PARKING

WHEREAS, the City of Moorpark desires to increase bail amounts for parking violations in the City of Moorpark to offset costs associated with new parking violation processing procedures; and

WHEREAS, the City of Moorpark, in establishing new online and over the phone payment options for parking violations, desires to establish a "convenience fee" for said payment options.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Resolution No. 2010 - 2981 is hereby rescinded upon the effective date of this new resolution.

SECTION 2. That all infractions of the Moorpark Municipal Traffic Code which apply to vehicle parking, as listed in Exhibit "A" be subject to payment of a bail amount as specified therein.

SECTION 3. That all infractions of the Moorpark Municipal Traffic Code which apply to vehicle parking, as listed in Exhibit "A" which are not paid to the City of Moorpark within 14 days of the mailing of the notice of parking violation, shall be subject to a ten dollar late charge, in addition to the established bail amount referred to in Exhibit "A."

SECTION 4. That all infractions of the Moorpark Municipal Traffic Code which apply to vehicle parking, as listed in Exhibit "A" which are paid online or over the phone, shall be subject to \$3.50 "convenience fee".

SECTION 5. This resolution shall be effective and operative October 1, 2015.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 1st day of July, 2015.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit "A"

EXHIBIT "A"

Municipal Code Section	Description	Bail Amount
10.04.150	Parallel parking over "18" from the Curb	\$63.00
10.04.160	Angle parking only zone	\$63.00
10.04.170	Time limit parking zones	\$63.00
10.04.180	Block, park, or stop in a "Disabled Person" space	\$355.00
10.04.190	Prohibited parking:	
	(a) Within an intersection	\$63.00
	(b) On a crosswalk (Except for a bus)	\$63.00
	(c) Within a safety zone	\$63.00
	(d) Within 15' from a fire station entrance or exit	\$63.00
	(e) Unattended vehicle within 15' of a fire hydrant	\$63.00
	(f) In front of a private or public driveway	\$63.00
	(g) On a sidewalk	\$63.00
	(h) Obstructing a construction zone	\$63.00
	(i) Double parking	\$63.00
	(j) No parking zone, red curb, or signs prohibiting	\$63.00
	(k) Traffic hazard	\$63.00
	(l) Across parallel parking stall lines	\$63.00
	(m) Beyond parking stall causing hazard	\$63.00
	(n) In a bus loading zone	\$63.00
	(o) On a bridge	\$63.00
	(p) Block sidewalk curb cutout for a wheelchair access	\$63.00
10.04.200	Prohibited or restricted parking	\$63.00
10.04.205	Oversized vehicle in prohibited location	\$63.00
10.04.210	Parking on a hill over 3% grade without turning wheels	\$63.00
10.04.220	72 hour parking limit	\$63.00
10.04.225	Overnight parking in a commercial zone	\$63.00
10.04.227	Living in a vehicle	\$63.00
10.04.240	(a) Commercial vending near schools	\$63.00
	(c) Commercial vending with noise making device near school	\$63.00
10.04.250	Parking or stopping in a loading zone	\$63.00

10.04.260	Parking or stopping in a passenger loading zone	\$63.00
10.04.300	Commercial vehicle parking in residential area	\$63.00

Convenience Fees:

\$3.50 for a payment made online.

\$3.50 for a payment made over the phone.