



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Renée Neermann, Finance Manager

Reviewed by: Joseph Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: July 19, 2022 Meeting date: August 8, 2022

Subject: Amendment No. 6 to Agreement with Turbo Data Systems

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 6 to the Professional Services agreement with Turbo Data Systems for Parking Citation Processing Services.

FISCAL IMPACT: No additional appropriation is required. Funding for this Amendment was included in the Adopted Budget for Fiscal Year 2022-2023. The City currently processes on average 28,000 parking citations a year and collects approximately \$1.2 million a year in parking citation revenue. The amendment increases the cost by \$525 per month, and includes a one-time set-up fee of \$300, plus the costs of supplies and sales tax. The current cost to process parking citations is approximately \$118,000 a year, increasing to an estimated \$126,000, with the amendment.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This project is part of normal staff operations.

DISCUSSION: On November 24, 2014, the Council approved a Professional Services Agreement with Turbo Data to process parking citations. The services provided by Turbo Data Systems include smartphone ticket writers and thermal printers to issue tickets, as well a completely automated citation processing services; online access to all citation records from the time of issuance through resolution of the citation for both the citizen and City staff; digital imaging/archiving in accordance with the City's records retention schedules; paperless appeals; and complete administrative adjudication processing.

On January 12, 2015, the Council approved Amendment No. 1 to the Agreement for bank management services, which included the processing of fee deposits and refunds, and issuance of monthly distributions to the County of Los Angeles.

On May 22, 2017, the Council approved Amendment No. 2 to the Agreement to upgrade the smartphone ticket writers to newer models and included the short-term rental of equipment to be used by the Sheriff's Department summer enforcement team.

On February 13, 2018, the Council approved Amendment No. 3 to the Agreement to extend the term of the agreement for an additional three years until November 24, 2020.

On June 1, 2019, the Council approved Amendment No. 4 to the Agreement to lease two additional mobile ticket writers.

On November 23, 2020, the Council approved Amendment No. 5 to the Agreement to extend the term of the agreement for an additional three years until November 23, 2023.

On April 11, 2022, the City Council approved updates to the schedule of parking citation fines, which included a new escalating fine for MMC 10.18 (oversized vehicles). The escalating fines are as follows:

- A fine not exceeding \$100 for a first violation;
- A fine not exceeding \$200 for a second violation within one year; and
- A fine not exceeding \$500 for each additional violation within one year; and note that a continuation of any violation of this chapter on successive days constitutes a separate offense for each day during any portion of which such violation has occurred.

At this time, the City wishes to lease three additional smartphone ticket writers for the length of the contract for use by the Los Angeles County Sheriff's Department. Additional equipment will enable law enforcement and other parking enforcement officials to retrieve information about prior tickets, which is critical to enforcing the escalating fines. Existing ticket writers are assigned to the VOPs, LA County Sheriff's Department Community Services Officers and the Beach Team. While most tickets are written by these groups, equipping regular patrol units with electronic ticket writers, as opposed to the paper tickets they currently have, will greatly enhance the ability to enforce MMC 10.18.

Amendment No. 6 to Agreement increases the Agreement by \$525 per month, and includes a one-time set-up fee of \$300, plus the costs of supplies and sales tax. The contract now includes leased parking citation equipment totals of 10 long-term units and 5 short-term summer seasonal units.

ATTACHMENTS:

1. Amendment No. 6 to Agreement with Turbo Data Systems

AMENDMENT NO. 6 TO AGREEMENT

THIS AMENDMENT NO. 6 TO AGREEMENT is made and entered in the City of Malibu on August 8, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Turbo Data Systems, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On November 24, 2014, the City entered into an Agreement with Consultant for certain projects related to Parking Citation Processing Services (the "Agreement").
- B. On January 12, 2015, the City entered into Amendment No. 1 to Agreement with Consultant to include Bank Account Management Services.
- C. On May 22, 2017, the City entered into Amendment No. 2 to Agreement with Consultant to upgrade mobile ticket writer equipment.
- D. On February 13, 2018, the City entered into Amendment No. 3 to Agreement with Consultant to extend the term of the agreement for an additional three years, until November 23, 2020.
- E. On June 1, 2019, the City entered into Amendment No. 4 to Agreement with Consultant to lease two additional mobile ticket writers.
- F. On November 25, 2020, the city entered into Amendment No. 5 to Agreement with Consultant to extend the term of the Agreement for an additional three years, until November 23, 2023.
- G. The City desires to amend the Agreement to lease three additional handheld ticket writers, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 1.0 – Scope of the Consultant’s Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
- 2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended to increase the Agreement by \$525/month to lease three TicketPRO MAGIC Ticket Writers, a one-time set-up fee of \$300, plus costs of supplies and sales tax detailed in Exhibit A for the length of the Agreement.
- 3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 4. All terms and conditions of the Agreement not amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of August 8, 2022.

CITY OF MALIBU:

STEVE MCCLARY, City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT:



ROBERTA ROSEN
President, Turbo Data Systems, Inc.



AGREEMENT FOR LEASE OF HANDHELD TICKETWRITERS

The **CITY OF MALIBU** (CUSTOMER) and Turbo Data Systems, Inc. (TDS) hereby agree to the following terms and conditions regarding the lease of **THREE (3) TicketPRO MOBILE** ticketwriters, printers and associated equipment. A data plan, software, maintenance and support are included in the lease. Lease will expire with the existing parking processing contract on November 23, 2023

Lease Fees:

16 Month TicketPRO Mobile Lease with 4G Comm Package 3 @ \$175/mo. = \$525/mo. plus tax
Android Smartphone and Printer
One Time Setup and Configuration Fee \$100 per unit

Training, equipment initialization and setup will be provided by TDS. TDS will be responsible for the maintenance and repair of the equipment during the lease period under normal wear and tear. It will be the responsibility of CUSTOMER to care for the equipment and notify TDS immediately of any lost, stolen or damaged equipment. TDS is not responsible for any billing adjustments for missing equipment until notified by the Customer.

Lost/Stolen/Damaged Replacement for Phone

A fully configured smartphone with ticketPRO Mobile software will be replaced with a \$250 deductible fee. Each covered phone can have one replacement in a 12-month period. After that, replacement cost will be \$950.

Comprehensive Warranty Coverage for Printer

Printers are covered for parts and labor repairs, including physical damage. CUSTOMER will be liable for the full replacement cost of any lost/stolen printer. Replacement Cost: \$700

Early Termination Fees: \$55/month/unit for each month left on the lease.

TDS may subscribe to and/or integrate with various 3rd party software services for the purpose of automating input of information while issuing the ticket. These services may include Google Maps, location services GPS, LPR services, and VIN lookups. TDS reserves the right, should these services terminate, to disable those services in the software. These services are integrated in to the software for convenience and do not affect the issuance of citations. TDS will not remove any software features integral to the issuance of citations.

At the end of the lease, all equipment will be returned to TDS in good working order. If equipment is not returned, the lease will revert to a month-to-month lease of \$150 per month per unit with 30 days' notice required prior to turning the equipment in.

CUSTOMER shall purchase supplies (citation forms, envelopes) from TDS at the price in effect at the time of the order (not included in the monthly lease price). Additional accessories that are initially included shall be purchased as needed or required by CUSTOMER. (Batteries, AC adapters)

Term of Lease: 07/23/2022-11/23/2023 Start date: July 23, 2022 or install date

Agreed to this _____ day of _____, 2022

TURBO DATA SYSTEMS, INC.

CITY OF MALIBU



Roberta J. Rosen, President

Signature

Name

Title