

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept: City Manager
Subject: TO APPROVE AMENDMENT NO. 2
AN AGREEMENT FOR PARKING
CITATION PROCESSING SERVICES

From: Keith G. Jones
Dept: Public Works
Date: June 9, 2009

OBJECTIVE

For City Council to approve Amendment No. 2 authorizing the extension of the agreement between Turbo Data Systems Inc. (TDSI) and the City of Garden Grove (City) for parking citation processing services.

BACKGROUND

The existing citation processing agreement was made and entered into on June 14, 2005, by and between City and TDSI. The purpose of agreement is to insure availability of parking citation processing, payment, automated handheld ticket writers, and adjudication services.

DISCUSSION

It is staff's position that TDSI has provided quality service, meeting all of the conditions of the agreement. In accordance with the terms of paragraph 1 of the agreement; option years shall be exercised two years at a time through June 14, 2011, at the sole option of the City.

TDSI has been advised of the City's intent to renew the agreement for a third term to include renewal at the prevailing rates, terms and conditions with no adjustment.

FINANCIAL IMPACT

\$165,000.00 is required to satisfy the remaining two years of the agreement and is available in the Public Works Department budget.

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COMMUNITY VISION


To maintain and enhance the City's infrastructure assets to maximize their value, longevity, and usefulness for the community.

RECOMMENDATION

It is recommended that the Garden Grove City Council:

- Approve Amendment No. 2, which extends the agreement for parking citation processing.
- Authorize the City Manager, and City Clerk to execute Amendment No. 2 on behalf of the City of Garden Grove.


KEITH G. JONES
Public Works Director


By: A. J. Holmon III
Environmental and Streets Manager

Recommended for Approval


Matthew Feral
City Manager

Attachment – Amendment No. 2

CITY OF GARDEN GROVE**AMENDMENT NO. 2**

To: Provide Parking Citation processing, payment, automated handheld ticket writers, and adjudication services

This Amendment No. 2 to Provide Parking Citation processing, payment, automated handheld ticket writers, and adjudication services is made and entered into this ____ day of _____ 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Turbo Data Systems, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **05-3562**, effective **June 14, 2005**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1 Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from June 15, 2009 to June 14, 2011.

Section 3 Compensation - shall be revised as follows:

The contract Price is hereby increased from \$300,000.00 to a new Firm Fixed Price of \$465,000.00. This is an increase of \$165,000.00 to exercise the last two option years of the contract.

Section 4 Insurance Requirements-shall be revised as follows:

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Turbo Data Systems, Inc.

By: Roberta J. Rosen

Name: ROBERTA J. ROSEN

Title: PRESIDENT

Date: 5/13/09

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Oliver Vardava, for
Garden Grove City Attorney

5-21-09
Date