

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: June 24, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Financial Services Department

SUBJECT: **AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT WITH DUNCAN SOLUTIONS COMPANY, FOR PARKING CITATION PROCESSING**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 3 in an amount estimated at \$182,000 to the Professional Services Agreement (PSA) with Duncan Solutions Company for the processing of parking citations, extending the term of the agreement by one year from June 1, 2015, to June 1, 2016; and authorize the City Manager to execute the amendment.

**BACKGROUND**

In June 2011 the City Council approved a three-year PSA with Duncan Solutions Company for the processing of parking citations with an expiration date of June 1, 2014. By October 2011 Duncan Solutions had begun providing services.

In Amendment 1 to the PSA, approved May 16, 2012, the compensation portion of the agreement was amended to provide for electronic tracking of administrative reviews and clarify billing and payment procedures. These services and procedures were implemented by July 2012.

In Amendment 2 to the PSA, approved June 25, 2014, the term of the agreement was extended by one year from June 1, 2014 to June 1, 2015.

**ANALYSIS**

Duncan Solutions has been effectively providing the services as agreed upon during the contract period. In the original agreement, the City utilized the "piggy back" provision in the procurement policy to engage Duncan Solutions' services. This agreement was one of many outsourcing arrangements the Financial Services was entering into from 2009 to 2012.

After June 2014 the Agreement allows for cancellation by either party with a 30-day written notice. It is the intention of the Financial Services Department to issue a Request for Proposal for parking citation processing services in early 2016. Depending upon the outcome of that process, the current proposed extension and original terms will allow the City flexibility in the upcoming selection process. The proposed one-year extension will allow ample time to conduct the RFP process.

**FISCAL IMPACT**

The cost of Amendment 3 is estimated at \$182,000 for a one-year period from June 1, 2015, to June 30, 2016, based upon historical values. This estimate is dependent upon the number of parking citations issued, the number of administrative reviews received, United States Postal Service rates, and contract provisions. The expense will be funded from existing budget in account 212010101.5305 for FY14/15 and is included in the proposed FY15/16 General Fund budget.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

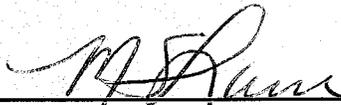
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 3 in an amount estimated at \$182,000 to the Professional Services Agreement (PSA) with Duncan Solutions Company for the processing of parking citations, extending the term of the agreement by one year from June 1, 2015, to June 1, 2016; and authorize the City Manager to execute the amendment.

PREPARED BY:

  
\_\_\_\_\_  
Sheri Brown  
Financial Services Division Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Michelle Skaggs Lawrence  
Interim City Manager

REVIEWED BY:

Peter Weiss, Assistant City Manager  
Jane McPherson, Interim Financial Services Director

  
\_\_\_\_\_  
  
\_\_\_\_\_

- Attachments: 1) Amendment 3  
2) Amendment 2  
3) Amendment 1  
4) Professional Services Agreement

**CITY OF OCEANSIDE  
AMENDMENT 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: DUNCAN PARKING CITATION PROCESSING**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated June 24, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Citation Management, a division of Professional Account Management, LLC a Duncan Solutions Company, a Wisconsin Corporation, hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated June 1, 2011, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, City and Consultant are the parties to Amendment 1 of the Professional Services Agreement dated May 16, 2012 wherein Consultant agreed to modify payment and Compensation as set forth therein;

WHEREAS, City and Consultant are the parties to Amendment 2 of the Professional Services Agreement dated June 25, 2014, wherein the term of agreement is extended by one year from June 1, 2014 to June 1, 2015 as set forth therein;

**AMENDMENT**

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement, Article IV – Term of Agreement, Section 4.1, shall be amended as follows:

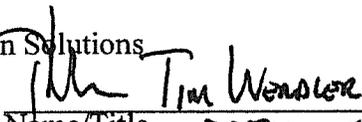
**PERIOD OF PERFORMANCE**

1. The term of the agreement is extended by one year from June 1, 2015 to June 1, 2016.
2. Except as expressly set forth in this Amendment, the Agreement, as modified by Amendment 1 and Amendment 2 shall remain in full force and effect and is hereby ratified and reaffirmed.

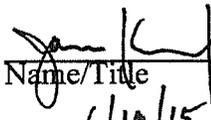
**DUNCAN PARKING CITATION PROCESSING**

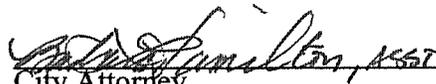
**SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

Duncan Solutions  
By:   
Name/Title PRESIDENT  
Date: 6-19-15

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
Michelle Skaggs Lawrence, Interim City Manager  
Date: \_\_\_\_\_

By:  JAMES KENNEDY  
Name/Title Chief Operating Officer  
Date: 6/19/15

APPROVED AS TO FORM:  
  
City Attorney

39-1956409  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED**

**ACKNOWLEDGMENT**

State of Wisconsin  
County of Milwaukee

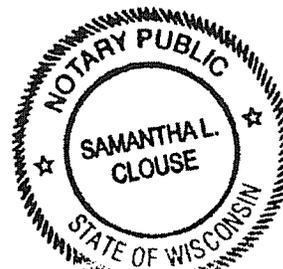
On June 19, 2015 before me, Samantha L. Clouse Notary Public  
(insert name and title of the officer)

personally appeared James Kennedy, Chief Operating Officer,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Samantha L Clouse (Seal)



**ACKNOWLEDGMENT**

State of Wisconsin  
County of Milwaukee

On June 17, 2015 before me, H. Finch Notary Public  
(insert name and title of the officer)

personally appeared Tim Wendler, President  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature H. Finch  
my commission expires July 31, 2016

