

PUBLIC SAFETY COMMITTEE

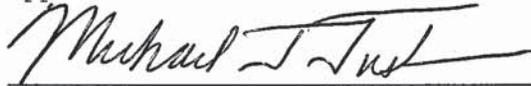
11-0669R

RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO THE VIOLATION PROCESSING SERVICES AGREEMENT 20732 WITH COMPLUS DATA INNOVATIONS, INC., FOR ADMINISTRATION AND COLLECTION OF REVENUE FROM PARKING AND OTHER CITATIONS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an addendum to the violation processing service agreement 20732 with Complus Data Innovations, Inc, ("Complus") substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for the continued use of Complus software and hardware to process, track and collect parking and administrative fines, with said funds to be deposited into and paid from General Fund 110, Finance Dept. 125, Auditor's Office 1214, Administrative Fines 4472.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/PRCH AH:SW:DS;le 12/07/2011

STATEMENT OF PURPOSE: This resolution will authorize an addendum to professional services agreement 20732 with Complus Data Innovations, Inc., for the continued use of Complus' software and hardware to process, track and collect parking and administrative fines. This addendum will extend the term of the agreement by one year with the option to renew for two additional one year terms. This addendum will also reduce the percentage for revenue retained by Complus from 13% to 11.5% and provide the city with a \$10,000 per year credit to be applied against its monthly invoices from Complus. The credit will help offset city employee time to process payments. Under the terms of the original agreement, the city will receive new equipment with the extension of the agreement at no cost to the city.

ADDENDUM TO AGREEMENT

The Violation Processing Agreement dated September 26, 2008 (the "Agreement") by and among City of Duluth ("City"), Regents of the University of Minnesota ("UMD") and Complus Data Innovation, Inc. ("Servicer") relating to parking citation enforcement and management, is hereby amended as set forth below. Capitalized terms used in this Addendum but not defined herein shall have the meanings ascribed to them in the Agreement. To the extent that the terms and conditions of this Addendum add to or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum will be deemed to control.

The parties to this Addendum agree as follows:

1. City and Servicer acknowledge and agree that although noted in the first paragraph Agreement and throughout the Agreement, including the signature page, UMD did not sign the Agreement and therefore, was never a party to the Agreement and as a result the first paragraph of the Agreement is deleted in its entirety and replaced with the following:

THIS AGREEMENT, entered into this 26th day of September, 2008 by and between the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota ("City" or "Client") and Complus Data Innovations, Inc. a corporation created under the laws of the State of New York ("Servicer")

In addition, all references to and rights and obligations of UMD are deleted from the Agreement.

2. Paragraph 5A. is deleted in its entirety and replaced with the following:

In consideration of the services provided by Servicer hereunder, Servicer shall be entitled to invoice eleven and one half percent (11.5%) of the fees, penalties and charges received by it in payment of the citations issued by Client, provided that the amount of any charge backs described in Subparagraph H of Paragraph 4 above shall be excluded from the amount to which said percentage is applied and Servicer shall not be entitled to retain any payment amount related to such citations unless such amount is later collected and retained.

In addition, Servicer agrees to provide the Client with an annual allowance of Ten Thousand Dollars and 00/cents (\$10,000) to cover City's in house support staff designated to manage the parking citation enforcement for the City (the "Allowance") Such Allowance will be paid to Client in equal monthly installments of \$833.33 as a credit to each monthly invoice. The credit will be effective as of September 27, 2011 and will be applied to the invoice for the month that this Addendum is signed.

3. Paragraph 6 of the Agreement is amended to add the following language at the end of the paragraph:

This Agreement will be extended for an additional one (1) year period (the "Extended Term") unless terminated earlier as provided for herein. This Agreement may be renewed for two (2)

additional one (1) year terms by mutual written consent of authorized representatives of the parties (the "Renewal Term"). Nothing herein guarantees any such renewal(s). If either City or Complus does not wish to renew, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to the end of the Extended Term or in any Renewal Term, in which case the agreement shall terminate on the last day of the Extended Term or then current Renewal Term. In the event of termination, City will be provided with a computer file of current information, as of the date of termination, at no cost. The City will return any and all computer equipment belonging to Complus Data Innovations, Inc.

4. Except as specifically amended in this Addendum, the terms of the Agreement remain in full force and affect.

The signing of the enclosed copy and return to Complus Data Innovations, Inc. will indicate The City of Duluth's acceptance of this Addendum and the Terms and Conditions contained therein.

CITY OF DULUTH

COMPLUS DATA INNOVATIONS, INC.

By _____
Mayor

By _____
Jeff G. Grossman
Its President
Date:

Attest:

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney