

#20

12-R-1618
(Do Not Write Above This Line)

A RESOLUTION BY *[Signature]*
COUNCILMEMBER H. LAMAR WILLIS

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AMENDMENT TO CONTRACT NO. FC-4877 FOR PARKING MANAGEMENT SERVICES THAT WAS ENTERED INTO WITH PROFESSIONAL ACCOUNT MANAGEMENT LLC d/b/a PARKATLANTA ON JULY 28, 2009, SAID CONTRACT AMENDMENT DESIGNED TO REVISE AND IMPROVE PARKING PROGRAM OPERATIONS WITH RESPECT TO ADMINISTRATION OF THE PARKING PROGRAM, TO INCORPORATE RECENT CHANGES TO THE CITY'S CODE OF ORDINANCES RELATED TO PARKING MANAGEMENT, TO INCREASE PROGRAM MANAGEMENT RESPONSIVENESS TO CITIZEN CONCERNS; AND FOR OTHER PURPOSES.

As Amended **ADOPTED**

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

NOV 19 2012

Transportation

Date Referred: 11/5/12

Referred To: Transportation

Date Referred: _____

Referred To: _____

Date Referred: _____

Referred To: _____

First Reading

Committee _____

Date _____

Chair [Signature]

Referred To _____

Committee TRANSPORTATION

Date Nov. 14 2012

Chair [Signature]

Action Fav, Adv, Hold (See rev. side)

Other _____

Members _____

Carle Smith

John A. Miller

[Signature]

Refer To [Signature]

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (See rev. side) _____

Other _____

Members _____

Refer To _____

Refer To _____

Committee _____

Date _____

Action _____

Fav, Adv, Hold (See rev. side) _____

Other _____

Members _____

Refer To _____

Committee _____

Date _____

Action _____

Fav, Adv, Hold (See rev. side) _____

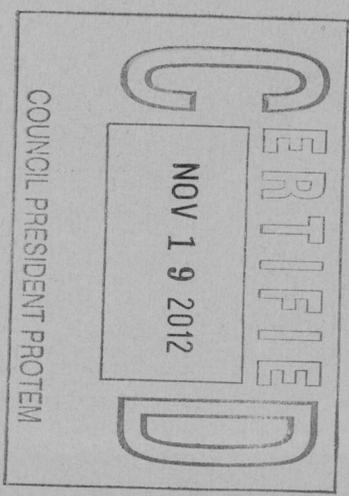
Other _____

Members _____

Refer To _____

Refer To _____

- FINAL COUNCIL ACTION
- 2ND 1ST & 2ND 3RD
- Readings
- Consent V Vote RC Vote



CERTIFIED

NOV 19 2012

Paul Sampson Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

NOV 28 2012

WITHOUT SIGNATURE
BY OPERATION OF LAW



A RESOLUTION BY
COUNCILMEMBER H. LAMAR WILLIS

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AMENDMENT TO CONTRACT NO. FC-4877 FOR PARKING MANAGEMENT SERVICES THAT WAS ENTERED INTO WITH PROFESSIONAL ACCOUNT MANAGEMENT LLC d/b/a PARKATLANTA ON JULY 28, 2009, SAID CONTRACT AMENDMENT DESIGNED TO REVISE AND IMPROVE PARKING PROGRAM OPERATIONS WITH RESPECT TO ADMINISTRATION OF THE PARKING PROGRAM, TO INCORPORATE RECENT CHANGES TO THE CITY'S CODE OF ORDINANCES RELATED TO PARKING MANAGEMENT, TO INCREASE PROGRAM MANAGEMENT RESPONSIVENESS TO CITIZEN CONCERNS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution 09-R-0937, adopted by the City Council of the City of Atlanta ("City") on July 20, 2009, and approved by the Mayor on July 28, 2009, A Professional Services Agreement (FC-4877) ("Contract") was entered into between the City through its Department of Public Works ("DPW") and Professional Account Management LLC d/b/a PARKatlanta ("PARKatlanta") for operation of the City's parking meter program; and

WHEREAS, the Contract has been in place for approximately three years; and

WHEREAS, over this time period, certain changes have been made to the City's Code of Ordinances with respect to parking management procedures, and

WHEREAS, certain revenue adjustments to the Contract have resulted from a Contract mandated arbitration process, a subsequent arbitration ruling issued in November 2011, and a resulting settlement agreement entered into between the City and PARKatlanta, and

WHEREAS, the City and PARKatlanta have now entered into negotiations to amend the contract to improve administration of the parking program, to clarify and improve parking management processes and to increase customer responsiveness.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized, on behalf of the City, to execute a First Amendment to Contract FC-4877, For Parking Management Services With Professional Account Management, LLC, for the purpose of improving administration of the parking management program, to clarify and improve parking management processes, and to increase customer responsiveness.

BE IT FINALLY RESOLVED that such First Amendment, a copy of which is appended hereto as Exhibit "A", shall not become binding upon the City and the City shall incur no obligation or liability until such First Amendment has been executed by PARKatlanta and by the Mayor or his designee on behalf of the City and thereafter delivered to PARKatlanta.

A true copy,

Deputy Municipal Clerk

ADOPTED as amended by the Atlanta City Council
APPROVED as per City Charter Section 2-403

November 19, 2012
November 28, 2012



**FIRST AMENDMENT TO CONTRACT FC-4877, FOR
PARKING MANAGEMENT SERVICES WITH
PROFESSIONAL ACCOUNT MANAGEMENT, LLC**

This First Amendment (the "Amendment") to Parking Management Services Contract FC-4877 is made and entered into as of the ____ day of _____, 2012, by and between the City of Atlanta (the "City") and Professional Account Management, LLC ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant are parties to contract FC-4877 for Parking Management Services ("Contract") dated _____, 2009; and

WHEREAS, the Contract authorizes the City and the Consultant to enter into negotiations to implement changes to the Contract at Sections 5.5.1 through 5.5.7; and

WHEREAS, the parties desire to revise certain provisions of the contract so as to update the contract as a result of legislative changes made by the City to the City's parking meter program since the execution of the Contract, and to clarify certain requirements and processes that shall hereafter be followed by the City and the Consultant; and

WHEREAS, subject to the terms and conditions stated herein, the parties desire to amend the Contract to reflect the agreement between them.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending legally to be bound, the parties agree as follows:

- 1. Paragraph 5.4 of the Contract entitled "City's Obligations" is hereby amended and revised to read as follows:

5.4 City Obligations.

5.4.1 City must co-operate in good faith with Consultant in relation to the performance of the Services. City must provide Consultant on a timely basis with access to data, approvals, policy documents and other relevant information required by Consultant to perform its obligations under this Agreement. City must perform all of the obligations and discharge all of the responsibilities allocated to it in **Part 1 of Exhibit A**.

(a) It is understood and agreed to by the Consultant that any and all costs and fees charged to the Consultant and/or the City by any authorized source of vehicle registered owner data for the purpose of obtaining vehicle registered owner information ("Data System") shall be borne solely by the Consultant.

EXHIBIT "A"



(b) It is understood and agreed to by the Consultant that any violation of the terms of any agreement entered into by the City on behalf of the Consultant with a Data System that provides vehicle registered owner data shall be the sole responsibility of the Consultant. In this regard, the Consultant agrees to indemnify and to hold the City harmless with respect to any damages or liability arising from the Consultant's failure to meet all obligations and requirements set out in any such agreement.

(c) It is understood and agreed to by the Consultant as follows:

1) It is a violation of this Contract to intentionally access, obtain information, misuse or disseminate data obtained from a Data System pursuant to an agreement entered into by the City on behalf of the Consultant for purposes other than to provide notification to the owner of a vehicle that has received a parking citation or to enforce that citation. The prohibitions contained herein apply to the Consultant, the Consultant's employees, and to any entities that serve as subcontractors of the Consultant, and to any employees of any subcontractors of the Consultant.

2) Any willful violation of this Contract as described in Section (c)(1) above by the Consultant that is not cured by Consultant within three (3) business days of the date on which City provides written notice of such violation shall permit the City to revoke the agreement permitting the Consultant to access the Data System that provides vehicle registered owner data, subject to the cure and reinstatement right described in Section 5.4.1(c)(3).

3) The City will reinstate the Consultant's access to the Data System that provides vehicle registered owner data as soon as the Consultant has provided evidence that it has taken reasonable corrective actions to prevent such violations from recurring.

4) Failure of the Consultant to maintain and enforce policies and procedures to protect the use or dissemination of this data by the Consultant's employees and by any entities that serve as subcontractors of the Consultant, and by any employees of any subcontractors of the Consultant shall be a violation of this Contract. Any such violation that is not cured by Consultant within thirty (30) days of the date on which City provides written notice of such violation shall serve as a basis for termination of this Contract by the City. Any use of the data obtained from a Data System pursuant to an agreement entered into by the City on behalf of the Consultant by an agent or employee of the Consultant, a subcontractor of the Consultant, or any employee of any subcontractor of the Consultant that is criminal, unauthorized by the Consultant, or otherwise in violation of the policies required by Section 5.4.1(c)(4) shall not serve as a basis for termination of this Contract by the City, but may



permit the City to exercise the temporary revocation of access described in Sections 5.4.1(c)(2,3) above.

2. Paragraph 14 of the Contract entitled “Indemnification by Consultant” is hereby amended and revised by adding a paragraph 14.1 (f) to read as follows:

(f) the Consultant’s accessing information including vehicle registered owner information obtained from third party Data Systems as described in Section 5.4.1 of this Contract.

3. Paragraph 18 of the Contract entitled “Termination” is hereby amended and revised by replacing the period at the end of paragraph 18.1(d) with a semicolon followed by the word “and,” and adding a paragraph 18.1 (e) to read as follows:

(e) for a violation of the requirements set out in Section 5.4.1 of this Contract related to data obtained from a Data System pursuant to an agreement entered into by the City on behalf of Consultant that is not cured by Consultant within thirty (30) days of the date on which City provides written notice of such violation.

4. Part 1 of Exhibit A of the Contract entitled “Scope of Services” at Paragraph No. 2 entitled “Infrastructure Management” is hereby amended and revised at Paragraph 1.C. [with all other provisions set out in subsections 1.A (Multi-space parking meters), 1.B (Single-space parking meters), and 1.D (Miscellaneous) contained in “Infrastructure Management” unchanged] to read as follows:

C. Signage

The Consultant will be responsible for installation and maintenance of signs and markings, including signs, poles, hardware and supplies.

Upon notice from the City that one or more signs need to be repaired, replaced, or relocated, the Consultant will take corrective action within 2 business days to repair, replace or relocate such signs. If the Consultant is unable to meet this deadline, Consultant will immediately notify the City in writing of the corrective action to be taken and when such corrective action will be completed.

5. Part 1 of Exhibit A of the Contract entitled “Scope of Services” at Paragraph No. 2 entitled “Infrastructure Management” is hereby amended and revised at Paragraph 2.B. to read as follows:



2.B. STANDARDS FOR PARKING-RELATED SIGNAGE

Under this Agreement, the Consultant is responsible for supplying, installing, and maintaining the following signage in the right of way that pertains exclusively to parking regulations and/or instructions (collectively "Consultant signage"):

- Time-limited parking zones
- Metered parking zones
- Rush-hour no parking zones
- Instructional signage, where necessary, identifying meter locations and payment instructions
- Space marking signage (if necessary for Consultant's program)

The Consultant shall not be responsible for maintaining any of the following types of signage:

- Bus loading/un-loading zones
- Residential and permit parking
- General "no parking" zones
- Fire lanes
- Special parking areas pertaining to persons with disabilities

The Consultant will be responsible for the installation and maintenance of new Consultant signage. The Consultant will be responsible for existing Consultant signage that may need to be replaced and/or repaired, including signs, poles, hardware and supplies.

The City is responsible for clearing foliage from all signs and parking meters and for clearing graffiti from the signs for which the City is responsible as noted above. The Consultant is responsible for clearing graffiti from the Consultant signage.

Signage must conform to the standards published in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

Consultant will be responsible for determining the number of signs necessary to meet requirements for each block face based on MUTCD guidelines and local ordinances. The Consultant may utilize City owned poles for the placement of signs, including metal street light poles and stand alone sign poles, consistent with MUTCD guidelines.

Upon notice from the City that one or more signs need to be repaired, replaced, or relocated, the Consultant will take corrective action within 3 business days to repair, replace or relocate such signs. If the Consultant is unable to meet this deadline, Consultant will immediately notify the City in writing of the corrective action to be taken and when such corrective action will be completed.



With respect to metered spaces only, upon notice from the Consultant that a sign or parking meter is obstructed by foliage, or that a City-responsible sign is missing or has been defaced by graffiti, the City will clear, replace or clean the sign within 3 business days. If not cleared, replaced or cleaned by the City within 3 business days after notice to the City, the affected metered space(s) will be considered unenforceable and the Consultant shall be entitled to the adjustment in Section 1.3(a) in Part 2 of Exhibit A, unless the City disagrees and timely informs Consultant that the City believes the sign is enforceable, in which case the Consultant may continue enforcement. Such adjustment may continue until the City takes corrective action and notifies the Consultant that such action has been taken. If the City determines that a sign is enforceable, the Contractor shall not be liable for any penalties under Section 4.0 of this Contract pertaining to citations issued to vehicles regulated by the signage in dispute until such time as the City and Consultant agree that the signage is clear.

6. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.a. to read as follows:

4.a. Parking Meter Zones and Time Limits

The Atlanta City code provides for enforcement of parking based on established zones as described below. Such enforcement may not take place on the following holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

Parking meter zones are as follows:

(1) *Business/government.*

- a. Enforcement days are Monday through Saturday.
- b. Enforcement hours are 7:00 a.m. to 7:00 p.m.
- c. The parking time limit is two hours.

(2) *Mixed use.*

- a. Enforcement days are Monday through Friday.
- b. Enforcement hours are 8:00 a.m. to 6:00 p.m.
- c. The parking time limit is three hours.

(3) *School/university.*

- a. Enforcement days are Monday through Saturday.
- b. Enforcement hours are 7:00 a.m. to 7:00 p.m.
- c. The parking time limit is three hours.



(4) *Entertainment/restaurant/hospital.*

- a. Enforcement days are Monday through Saturday.
- b. Enforcement hours are 7:00 a.m. to 10:00 p.m.
- c. The parking time limit is four hours.

The Consultant may utilize alternate and/or additional enforcement schedules so long as they are within the limitations of the City's laws and regulations. Enforcement hours will be clearly displayed on all parking meters and applicable signage.

In the event the City changes the size or location of meter zones, adds or removes meter zones, changes the number of meters in each zone or the hours and days of operation, the methodology in Paragraph 1.3(b) in Part 2 of Exhibit A, "Revenue Adjustment", will be applied.

7. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.c. to read as follows:

4.c. Issuance of Parking Citations

The Consultant must maintain a separation between the ticket issuance and other functions identified in this Exhibit to eliminate any actual or perceived conflict of interests in the fair and proper application of parking regulations with regard to ticket issuance. To this end, ticket writing responsibilities may be assigned to a partner or sub-contractor of Consultant.

The Consultant shall issue citations for violations of parking ordinances when and where appropriate. The Consultant shall be responsible for staffing of all parking enforcement operations. City Code requires two types of officers to be hired:

- Non-parking meter enforcement - sworn retired or off-duty police officers or Traffic Control Investigators (TCI) with jurisdiction in the City of Atlanta.
- Parking meter enforcement - non-sworn personnel

The Consultant will not issue citations for violations of parking ordinances in the following instances:

- Where meters are non-functioning.
- Where unclear, conflicting or hidden signage is in place.
- Where signage needs to be repaired, replaced or relocated, and the defect or damage renders such signage illegible or materially inaccurate.
- Where signage is not installed, has been removed or is otherwise missing from the metered area location.



If a ticket is issued despite the existence of non-functioning meters or unclear, conflicting or hidden signage, or where there is missing signage, such a ticket shall be promptly voided by the Consultant upon notice to the Consultant of the basis for voiding the ticket.

The Consultant shall use an electronic ticket writing device to issue parking tickets. The tickets must contain the make, model, color, and style of vehicle, license tag number or Vehicle Identification Number (VIN), violation code number and description, base fine amount and additional fine amount in the event there is a failure to respond timely, officer signature and unique ID number, the location of the parking offense, and the time and date of the offense.

The Consultant shall only use standard Parking Violation Notices with language and design that have been approved by the City of Atlanta.

All Violation Notices shall also conform to standards set by the State of Georgia Office of the Administrator for the Courts.

The Consultant will be required to provide each weekday an electronic feed of all citations contested within the previous 24 hours in a format dictated by the Municipal Court (XML format). The electronic feed will include information on all parking related citations issued by the Consultant and by the Atlanta Police Department and by any other authorized issuing agencies in the City.

The Court will transmit a file in an agreed-upon format at least monthly that will include the status and payment information of all adjudication cases referred to the Courts as of the 1st day of the prior month.

The Consultant will be responsible for collecting all revenue associated with citations issued by the Consultant except that received by the Court due to a contested ticket. In addition, the Consultant will also be responsible for processing and collecting revenue associated with parking related citations issued by the Atlanta Police Department and by any other authorized issuing agencies in the City as described more fully herein at Section 9 (revising Contract Paragraph 4.e), Section 12 (revising Contract Paragraph 4.k) and 16 (revising Contract Paragraph 6) below.

The Consultant shall maintain a back-up database for the purpose of keeping a duplicate record of all parking citations.

A paper ticket must be placed on the windshield of the offending vehicle. It must be resistant to inclement weather. The ticket must include a pre-addressed envelope for payment purposes.

The Court has the exclusive right to set all fine amounts; the fine amounts are subject to change as determined by the Court. Any such changes will be in accordance with the change provisions of the Agreement.



8. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.d. to read as follows:

4.d. Types of Violations & Corresponding Fines

The Consultant shall enforce all parking related ordinances including the City's Code of Ordinances at Chapter 150, Division 3 entitled "Parking Meters" at Code Sections 150-86 through 150-158. Additional parking enforcement code sections used are as follows:

VIOLATION CODE	VIOLATION DESCRIPTION	FINE WITHIN 14 DAYS	FINE AFTER 14 DAYS	FINE AFTER 45 DAYS
150-113	PARK IN PASSENGER LOADING ZONE	\$ 25.00	\$ 50.00	\$ 50.00
150-114	PARK IN FREIGHT LOADING ZONE	25.00	50.00	50.00
150-115	DESIGNED FOR BUS STOPS, TAXICAB, VEH. FOR HIRE	25.00	50.00	50.00
150-117	PARKING BUS OR TAXI NOT IN STAND	25.00	50.00	50.00
150-118	PARKING IN BUS STOP OR TAXI STND	25.00	50.00	50.00
150-133	PARKING METER VIOLATION-OVERTIME	35.00	70.00	95.00
150-158	PARKING RESIDENT PK PERMIT- FALSE INFORMATION ON APPLICATION	25.00	50.00	50.00
150-86	GENERAL PARKING VIOLATION	25.00	50.00	50.00
150-89	VIOLATION OF RUSH HOUR PARKING	40.00	80.00	80.00
150-90	ON-STREET HANDICAPPED PARKING	100.00	200.00	200.00
150-91	PARKING NOT TO OBSTRUCT TRAFFIC	25.00	50.00	50.00
150-92	PARKING ON NARROW STREETS	25.00	50.00	50.00
150-93	PARKING PROHIBITED FOR CERTAIN PURPOSES	25.00	50.00	50.00
150-93(2)	PARKING PROHIB WASH/GREASE/REPAIR VEHICLE	25.00	50.00	50.00
150-95	PARKING IN BUSINESS DISTRICT	25.00	50.00	50.00
150-97	PARKING RESTRICTITRUCK & BUS	25.00	50.00	50.00
150-99	PARKING ON CITY SIDEWALK	100.00	200.00	200.00
150-99(A)	TRUCK/MOTOR VEHICLE ON SIDEWALK	100.00	200.00	200.00
150-99(B)	LARGE TRUCK ON SIDEWALK	1,000.00	1,000.00	1,000.00

Non-sworn personnel may be employed for parking meter enforcement, enforcement of time restricted parking, and enforcement of the residential parking permit program.

City Code Section 150-133 is used when a meter has expired and where a restriction has been placed on the amount of time a car can use a metered space and the car has been parked at that metered place for longer than that restriction allows.

9. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.e. to read as follows:



4.e. Parking Ticket Database

The Consultant must go through the State of Georgia Department of Driver Services or other sources to obtain owner and vehicle information. For citations referred to the Municipal Court subject to Section 4.c of this Exhibit, any owner and vehicle information obtained must be included in the ticket information transmitted to CourtView.

All issuance agencies that have been identified by City to Consultant at the Effective Date will continue to write tickets for parking related violations. Except for parking related citations issued by the Atlanta Police Department or other authorized issuing agencies, these issued tickets will not be forwarded to the Consultant unless such tickets qualify as delinquent violation debts.

Consultant must provide for a periodic, comprehensive, off-site, electronic backup of all tickets issued by the Consultant and all parking related citations issued by the Atlanta Police Department and other authorized issuing agencies. In addition to electronic media backups, the Consultant must maintain a disaster recovery plan for recovering data and restoring operations following a disruption.

10. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.g. to read as follows:

4.g. Reporting of Missing or Damaged Signage

Missing or damaged parking management signs observed in the field by Enforcement Officers are to be reported to the City on a regular basis. The type of sign and its exact location must be included in such reports. In addition, the handheld ticket-writers must be able to capture information regarding any missing or damaged signs in the field and provide a report at the end of each officer's shift.

On an annual basis, the Consultant will submit to the City, on or before September 30 of each calendar year, a report detailing all repairs and replacements required for parking related signage during the previous twelve month period. The report shall also include reports of complaints received from citizens with respect to parking signage and how such complaints were resolved. The report shall include the Consultant's maintenance plan of parking related signage during the present calendar year.

11. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at Paragraph 4.i. to read as follows:



4.i. Complaints From Citizens

The line of contact for complaints received from citizens shall be as follows:

- (1) Consultant
- (2) City of Atlanta Program Manager

The Consultant shall establish a process for filing complaints regarding both the Consultant's management of the parking program and the Consultant's issuance of citations at its internet website: www.parkatlanta.org.

The Consultant's website shall provide a complaint process that is easily accessible and transparent.

The Consultant shall promptly and courteously respond to all complaints and shall thoroughly investigate them. The Consultant shall respond to all complaints received at its website within 2 business days of such receipt. The response shall either:

- (1) Provide the Consultant's detailed response to the complaint, or
- (2) Indicate that the matter is being investigated and provide the citizen with a date certain as to when the Consultant will provide a substantive response.

The Consultant shall provide the City of Atlanta Program Manager with a statement fully describing the complaint and the Consultant's response to the citizen.

If the complaint involves the issuance of a citation, the Consultant's website shall:

- (1) Advise the citizen that in addition to filing the informal complaint, in order to fully protect the citizen's rights, the citizen should file a formal appeal with the Municipal Court within fourteen days of the issuance of the citation. Instructions shall be set out that clearly explain to the citizen the alternative processes for filing such a court appeal.
- (2) Advise the citizen that during the pendency of either the informal and formal appeals processes, the initial fine amount as shown on the citation shall not be increased.
- (3) Advise the citizen that if the informal or formal appeals process is initiated within fourteen days of issuance of the citation, the initial fine amount shall be frozen and no additional fees will be assessed until the appeal is resolved.



If the City receives a complaint concerning the Consultant's operations, it will notify the Consultant within 2 business days of receiving such complaint and provide Consultant with a copy of all relevant information regarding the complaint. After receiving the complaint from the City, the Consultant shall respond to the City's notification within 2 business days. Such response shall include a detailed summary of the incident involved in the complaint, and any action taken by the Consultant to remedy the complaint.

The City's Program Manager, or his/her designee, will be the point of contact with the City for complaints and follow-up. All complaint reports are to be documented and provided to the City for review upon completion.

The Consultant shall have a specific telephone number for the purpose of handling questions and complaints regarding the Parking Program. The telephone number shall be prominently displayed at the Consultant's website, on all single and multi-space parking meters, and on the notice of parking violation (citation) form.

12. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 4 entitled "Parking Enforcement" is hereby amended and revised at paragraph 4.k. to read as follows:

4.k. Ticket Payment

The Consultant shall be responsible for collecting fine revenue from parking related citations, including revenue generated from certain parking related citations issued by the Atlanta Police Department or other authorized issuing agencies in the City. The Consultant shall offer means of payment that include mail, phone, online and in person.

The City will provide a window at the Municipal Court's courthouse where defendants can appear to pay citations. The window will include provisions for standard electricity and internet access. The Consultant shall provide all necessary personnel and equipment necessary to operate the window.

The Atlanta Police Department issues two forms of parking related citations. These two ticket forms are attached as Exhibit F (Identified below as "Municipal Court" Citations) and Exhibit G (Identified below as "Citation, Summons and Accusation" Citations).

- With respect to "Municipal Court" Citations issued by the Atlanta Police Department, if these citations are paid to the Consultant within fourteen (14) days of issuance, the Consultant will remit these payments to the City and the City will retain all such payments. If these citations are not paid within fourteen (14) days, the Consultant is responsible for initiating collection activity. Any revenue collected by



the Consultant with respect to these tickets shall be retained by the Consultant.

- With respect to “Citation, Summons and Accusation” Citations issued by the Atlanta Police Department, the Consultant, aside from including and tracking said citations in the electronic database provided for in Section 5 below, will have no role in the collection of these tickets and any revenue collected by the City with respect to these tickets shall be retained by the City.
- With respect to citations issued by other authorized issuing agencies, if these citations are paid to the Consultant within fourteen (14) days of issuance, the Consultant will remit these payments to the City and the City will retain all such payments. If these citations are not paid within fourteen (14) days, the Consultant is responsible for initiating collection activity. Any revenue collected by the Consultant with respect to these tickets shall be retained by the Consultant.

The defendant can request a hearing to dispute tickets issued by the Consultant, tickets issued by other authorized issuing agencies, or “Municipal Court” citations issued by the Atlanta Police Department either by mail or in person at the courthouse. The form to dispute the ticket will be established by the City. All requests for hearing are sent to the Solicitor's Office. The Solicitor will determine if a ticket will be prosecuted. The Consultant must make enforcement officers available for hearings/testimony. The Municipal Court shall be the only forum to adjudicate cases.

In the event that a citizen files an appeal, either formal or informal, within fourteen days of issuance of a citation, the initial fine amount shall be frozen and no additional fees will be assessed until the appeal is resolved.

13. Part 1 of Exhibit A of the Contract entitled “Scope of Services” at Paragraph No. 4 entitled “Parking Enforcement” at subsection 4.n. entitled “Personnel” is hereby amended and revised at the provisions related to “Training” (with all other provisions set out in subsection 4.n. under subheadings “Hiring and Supervision” and “Uniforms” unchanged) to read as follows:

4.n. . . .

Training

Consultant’s Responsibilities – The Consultant will be responsible for complete training of parking enforcement personnel. Consultant shall maintain complete training records for each employee, as well as any other records prescribed by law or City of Atlanta policy as appropriate.



Materials – The City will provide all materials related to enforcement regulations to the Consultant. All other training material is to be provided by the Consultant.

Contents - Training must include, but is not limited to, the following:

- Customer Service and expectations.
- Conflict management.
- Municipal law and ordinances relating to parking enforcement.
- Giving testimony and courtroom procedures
- Job procedures and emergency protocol.
- Job Safety as required by OSHA/DOSH.
- Civil rights law and procedures.
- Sensitivity training.
- Annual refresher training on enforcement protocols.

The City has the authority to review all training materials and training processes to be offered by the Consultant to its employees and upon request, the Consultant must provide to the City copies of all such materials. Should the City determine that revisions to the training materials or processes need to be made, Consultant will cooperate reasonably in reaching agreement with respect to any reasonable changes requested by the City.

In addition to providing training to all newly hired employees, the Consultant will provide additional training to all employees on an as-needed basis, but in any case, supplemental training shall occur at least once every two years for all employees.

Should the Consultant become aware of instances or incidents where employees have failed to meet the standards contained herein, additional training must be provided to such employees within ten days of such instance or incident.

Consultant is responsible for all employment related record keeping, and will provide, upon request by the City, personnel and training information for each of its employees.

14. Part 1 of Exhibit A of the Contract entitled “Scope of Services” at Paragraph No. 4 entitled “Parking Enforcement” is hereby amended and revised to add a new section as paragraph 4.o. to read as follows:

4.o Standards of Enforcement

The Consultant shall ensure levels of accountability and standards of conduct for enforcement personnel. Documented failure to achieve specific performance



standards will result in the penalties noted below:

- No citations shall be issued in the absence of clear signage
 - Penalty – Dismissal of the citation and a payment of \$35 to the City for each infraction
- No citations shall be issued at broken meters for failure to pay the meter
 - Penalty – Dismissal of the citation and a payment of \$35 to the City for each infraction
- Enforcement personnel shall behave professionally, maintain a demeanor that reflects positively upon the City and the program, and refrain from rude, inappropriate, offensive or threatening behavior and language.
 - Penalty – Dismissal of the citation and a payment of \$35 to the City for each documented infraction.

Individual enforcement personnel shall be subject to the following standards and failure to achieve them will result in progressive discipline as noted below:

- Maintain a ticket error rate (excluding data entry errors) of less than 1.5%
 - Penalty – Exceeding the 1.5% threshold in any given month will result in written counseling and refresher training. A monthly error rate in excess of 2.5% will result in suspension. A monthly error rate in excess of 5% will result in termination. Exceeding the 1.5% threshold for three consecutive months will result in termination.
- Behave professionally, maintain a demeanor that reflects positively upon the City and the program, and refrain from rude, inappropriate, offensive or threatening behavior and language.
 - Penalty – One documented incident will result in written counseling and refresher training. Two documented incidents within 3 months will result in suspension. Three documented incidents within 6 months will result in termination. Incidents of malicious, egregious or threatening behavior will be subject to immediate termination.

The City shall have the right to request removal of any employee of the Consultant, a Subcontractor or employee of a Subcontractor when the City determines that such continued employment by said employee is not in the best interests of the City.

15. Part 1 of Exhibit A of the Contract entitled “Scope of Services” at Paragraph No. 4.0 entitled “Routes” is hereby amended and renumbered as Paragraph No. 4.p Routes.



16. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 5 entitled "Electronic Filing" is hereby amended and revised to read as follows:

5. ELECTRONIC FILING

The Consultant will provide automated ticket issuance devices. The Consultant shall provide each business day an electronic file of all citations contested since the previous electronic file in a format agreed-upon with the Municipal Court.

In addition, the Consultant shall maintain an electronic database of all parking citations issued by the Consultant's employees consisting of both sworn officers and non-sworn personnel and all metered parking and non-metered parking tickets issued by the Atlanta Police Department and other authorized issuing agencies. Said electronic database shall be updated on a daily basis and shall contain the following data, as available:

- Citation number.
- Date of Citation issuance.
- Time of Citation issuance.
- Electronic image of violation (when available).
- Officer name.
- City or Georgia State code section that has been violated.
- Brief Description of violation.
- Amount of initial fine.
- Vehicle license number and State
- Make of vehicle.
- Name of owner of vehicle (when available).
- Address of owner (when available).
- Date of receipt of fine payment.
- Date of informal appeal to Consultant, and/or
- Date of appeal to Municipal Court (if provided by the Court).
- Date of Municipal Court hearing (if provided by the Court).
- Municipal Court decision (if provided by the Court).

The Municipal Court will cooperate fully with the Consultant to make certain that all data generated by the Municipal Court is provided to the Consultant in a timely and efficient manner.

Upon request as needed by either the Municipal Court or the City's authorized representative, the Consultant's up-to-date data base will be transmitted by the Consultant to both the Municipal Court and the City's authorized representative.

The Consultant will be responsible for attempting to obtain registered owner information for all unpaid parking related tickets, including APD and other authorized issuing agency parking tickets.



Any late fees to be assessed (after 14 days) to unpaid parking related citations issued by the Consultant, by the Atlanta Police Department, or by other authorized issuing agencies will be assessed/applied within the Consultant's citation processing system.

17. Part 1 of Exhibit A of the Contract entitled "Scope of Services" at Paragraph No. 6 at headings titled "Post Filing" and "Program Reports" are hereby amended and revised so that the these paragraphs will read (with all remaining paragraphs under "Collections/Delinquent Account Management", "Reports and Records", and "Records Inspection" unchanged) as follows:

- Collections/Delinquent Account Management

The Consultant will be responsible for the collection of unpaid accounts. An "account" is an unpaid parking case. With respect to the responsibility of the Consultant as to citations issued by the Atlanta Police Department or by other authorized issuing agencies, please refer to Section 4.k above.

Program Reports

The following reports shall be prepared, transmitted, and maintained at a minimum. The City may request additions or deletions to the list of required reports. The Consultant's parking ticket system must be able to create all necessary reports related to history of all parking violations, including those parking related violations for which citations have been issued by the Atlanta Police Department or by other authorized issuing agencies. The City will require the ability to generate their own onsite, ad hoc reports from the Consultant's parking ticket system as necessary.

The following reports will be provided to the Program Manager on a weekly and monthly basis:

1. Summary of meter operations and collections activity to include:
 - Weekly and monthly total of meter revenue collected in sum, and by type (Multi-Space, Single Space and other).
 - Weekly and monthly total of meters in inventory by type (Multi-space, Signal space and other).
 - Weekly and monthly total of meters outages, repairs and up-time percentage.
2. Summary of booting activity.
 - Weekly and monthly quantity of boots placed, released, average time of releases and boots in error.
3. Summary of towing activity.
 - Weekly and monthly quantity of towed and released vehicles.



4. Summary of ticket collection activity.
 - Weekly and monthly citation revenue collected by source (PARKAtlanta and City) to include:
 - Windshield payments
 - Delinquent payments
 - Legacy payments

The following reports will be provided to the City's Program Manager by the 20th of each month reflecting the previous month's activity:

5. Monthly Summary of ticket issuance activity including the number of tickets issued by violation type and a listing of voided tickets by type, officer and reason. This report shall include:
 - Number of total citations issued
 - Number of parking meter citations issued
 - Number of non-parking meter citations issued by violation code
 - Number of voided citations written by officer and by violation code
 - Percentage of errors by each officer, listing the highest and lowest officer error rates.
6. Monthly Summary of all complaints/inquires received to Consultant by way of phone, web or mail. Report shall include number of complaints addressed by each source within 3 business days and shall include:
 - Number of calls received in the Call Center, number of calls answered and the call rate.
 - Number of complaints/inquiries made via PARKAtlanta website.
 - Number of complaints/inquiries received via PARKAtlanta lockbox mailing center.
7. Monthly Summary of all penalties incurred by Consultant pursuant to Consultant's failure to achieve specific performance standards as set forth in section 4.0 of Part 1 of Exhibit A. The report shall specify the cause for each penalty incurred and shall also include the remediation actions taken by Consultant to re-establish the performance standards.

18. Part 2 of Exhibit A of the Contract entitled "Monthly Payment", at Paragraph No. 1.2 (a) refers to "AMRG" which stands for "Adjusted Monthly Revenue Guarantee".



AMRG is calculated as follows:

$$\text{AMRG} = \frac{(\$5,500,000 +/- P*5,500,000)}{12}$$

Where "P" = Percent change of revenue, as determined under clause 1.3(b).

The above described formula is hereby amended and revised to recognize the reduction in the annual minimum guaranteed net revenue to the City from \$5,500,000 to \$5,300,000 as follows:

$$\text{AMRG} = \frac{(\$5,300,000 +/- P*5,300,000)}{12}$$

19. The last paragraph of Part 2 of Exhibit A of the Contract entitled "Revenue Adjustments" at paragraph 1.3(b) is hereby amended (with all remaining provisions under "Revenue Adjustments" to remain unchanged) to read as follows:

If the Parties are unable to agree on the appointment of the expert within 30 days of the date Consultant nominates a proposed expert, either Party may request the Chief Judge of the Fulton Superior Court to appoint a Certified Public Accountant with 10 or more years of experience with no business ties to either the Consultant or the City (either the nominee or any firm or business that he/she is employed by). The nominee must have prior experience serving as a mediator/arbitrator.

If the Parties are unable to agree to the Revenue Adjustment which must be applied as a result of any of these events within 30 days of Consultant requesting such agreement by City, the Consultant shall have the right to withhold the Consultant's estimate of the monthly shortfall each month until the independent expert issues his decision. Upon the issuance of the independent expert's ruling, any amounts withheld by the Consultant in excess of the independent expert's ruling must be repaid within 30 days including interest calculated based on the then current Prime rate plus an additional five percent (5%) per annum.

20. Part 2 of Exhibit A of the Contract entitled "Monthly Payment", at Paragraph No. 2.1 entitled "Right to Collect Revenues" is hereby amended (with all remaining paragraphs under "Right to Collect Revenues" to remain unchanged) to read as follows:

City grants Consultant the right to *collect* and retain *all* revenue fees and charges ("Revenue") arising from the operation of the parking meters and collection of parking charges and parking fines for citations issued by the Consultant, and, in addition, to include fines generated from citations issued by the Atlanta Police Department and by other authorized issuing agencies as specifically described and limited in Section 4.k. above including:



21. Exhibit B of the Contract entitled "Definitions and Interpretations is hereby amended and revised to add the definition of "Business Day" (with all remaining definitions in Exhibit B to remain unchanged) so as to read as follows:

"Business Day" means Monday through Friday, except for federal or state holidays.

Except as specifically amended herein in this First Amendment to Contract FC-4877 for parking management services with Professional Account Management, LLC, all other terms of the original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first written above.

City of Atlanta

Professional Account Management LLC
Limited Liability Company

Mayor

By: _____

Name: _____

Title: _____

Municipal Clerk (Seal)
Approved: MUNICIPAL CLERK

Notary Public (Seal)
My Commission Expires: _____

Commissioner
Department of Public Works

Chief Procurement Officer

Approved as to form:

City Attorney

COUNCIL FLOOR AMENDMENT FORM

COUNCIL MEMBER: Moore DATE: 11/19/12,

ORDINANCE I.D. #: 12-R-1618 RESOLUTION I.D. #: 12-12-1618

PAGE #: _____ SECTION: _____

PARAGRAPH: _____ LINE: _____

CAPTIONS': Blue Back Legislation Other _____

AMENDMENT:

Sect 2.B of the
Amend the contract to provide that ParkAttenuk
may only enforce to the language of the signage
but in no event more strictly than allowed by
Code.

RCS# 2425
11/19/12
4:25 PM

Atlanta City Council

12-R-1618

AMENDMENT TO CONTRACT FC-4877 PARKING
MANAGEMENT SERVICES; PARK ATLANTA
AMEND/MOORE, F.

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 2
ABSENT 0

Y Smith	E Archibong	Y Moore	E Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-R-1618

RCS# 2426
11/19/12
4:26 PM

Atlanta City Council

12-R-1618

AMENDMENT TO CONTRACT FC-4877 PARKING
MANAGEMENT SERVICES; PARK ATLANTA
ADOPT AS AMNDED

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 2
ABSENT 0

Y Smith	E Archibong	Y Moore	E Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-R-1618