

ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY

RESOLUTION 2009-06

**A RESOLUTION OF THE ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE ANCHORAGE
POLICE DEPARTMENT TO ADMINISTER THE PROCESSING OF PARKING
CITATIONS FOR 2009**

WHEREAS, Anchorage Police Department issues all parking citations within the Municipality of Anchorage; and

WHEREAS, it is more effective, in both cost and production, for ACDA to continue processing the parking citations; and

WHEREAS, ACDA has acquired the software and portable electronic ticket writing equipment that allows APD to quickly issue parking citations; and

WHEREAS, APD will pay ACDA a flat fee plus a percentage of the fine for each paid citation as outlined in the agreement (see attached); and

WHEREAS, ACDA will provide all administrative work associated with processing parking citations; and

NOW, THEREFORE, the Anchorage Community Development Authority Board of Directors authorizes the Executive Director to enter into a memorandum of understanding with the Anchorage Police Department to administer the processing of parking citations for 2009.

PASSED AND CERTIFIED THIS 26TH DAY OF FEBRUARY, 2009.

APPROVED: 
Louise Lazur, Vice-Chair

ATTEST: 
Ronald, T Pollock, Secretary



**INTER-AGENCY
MEMORANDUM OF UNDERSTANDING
ADMINISTRATIVE PROCESSING OF PARKING CITATIONS, AND
BUDGET ALLOCATION**

This Memorandum of Understanding is entered into this 1st day of December 2008, between the Anchorage Police Department (hereinafter referred to as APD) and Anchorage Community Development Authority (hereinafter referred to as ACDA) regarding the administrative processing of parking citations, and budget allocation for related expenses and revenue.

RECITALS

When Proposition 3 was passed and enacted in 1997, ACDA relinquished all responsibility for issuing parking citations to APD. As a result, APD was left with the responsibility of processing all of these citations. At that time, a cost study was conducted which determined that it was more effective, in both cost and production, to enter into an agreement with ACDA, which allowed them to continue processing these citations.

ACDA has acquired the software and portable electronic ticket writing equipment that allows APD to more quickly issue and process citations. APD will pay ACDA a flat fee, plus a percentage of the fine for each paid citation as outlined in this agreement.

ACDA will provide all administrative work associated with processing parking citations, including downloading citation files from the portable electronic ticket writers equipment, sending notices, appearing in court, transferring "dead" files to a collection agency, keeping files on all citations, and forwarding all proceeds to APD. The actual number of citations issued is dependent upon APD's ability to provide officers to work parking detail, weather conditions, and other factors that can affect ticket volume.

APD and ACDA agree as follows:

GENERAL PROVISIONS

I. ADMINISTRATIVE RESPONSIBILITY

ACDA agrees to provide administrative processing of parking citations during the term of this agreement. These services include the following:

A. ACDA will maintain a computer system and database sufficient to operate an automated citation system.

B. ACDA will provide and maintain, on a daily basis, automated, hand-held units to APD for the issuing of civil parking citations. ACDA will manage and replace this equipment as needed for use by APD. APD will reimburse ACDA up to \$24,000 per year for all costs associated with this function including but not limited to replacing the handheld units and

printers, annual hardware maintenance agreements, batteries, and chargers. ACDA will provide current citation stock for both automated and handwritten citations as part of this agreement.

C. ACDA will mail notices to registered owners, in compliance with municipal codes, regarding unresolved citations. The cost of postage is included as part of this agreement.

D. ACDA will maintain a system for tracking citation information necessary to obtain judgment or pursue other collection activities.

E. ACDA will provide services related to the judicial hearing process including: mailing notices of hearing, scheduling hearings, providing a representative to present the cases before the magistrate, and provide a representative to review the appeals prior to hearing.

F. ACDA will oversee challenged citations, execute administrative voids when necessary, and provide notice to citizens when a citation is administratively voided.

G. ACDA will enter all handwritten parking citations issued by APD into the automated citation processing system. APD agrees to deliver all "handwritten" citations to ACDA offices within 24 hours of issuance.

H. ACDA will provide collection services, through a contractor, for the collection of unresolved parking citations.

I. ACDA will provide five monthly reports, relating to citation information no later than the 15th of each month. These reports will include: (1) Citations issued, by officer name; (2) Citations issued, by type; (3) Citations issued, monthly by week; (4) Citation collection rate; and (5) Citation appeal rate. Additional reports will be provided to APD upon request. Reports will be delivered to APD both in hard copy and via the Municipal email system. Included in this information will be a copy of ACDA's paperwork to request a revenue check.

J. ACDA will collect citation revenue, provide a monthly accounting of revenue received and any administrative adjustments, and make payments to APD on a monthly basis as specified below.

II. TRANSFER OF CITATION REVENUE:

No later than the 25th of each month, ACDA will transfer to APD, on a monthly basis, net citation revenue collected and interest earned for payment of citations issued by APD. Net citation revenue is all revenue collected in the previous calendar month for APD citations less any funds removed from revenue as a result of NSF or stopped check, double payment, returned payment, misapplied funds or other administrative adjustment. ACDA will account for all administrative adjustments on a monthly basis and keep on-going accurate records for said adjustments.

III. DURATION OF AGREEMENT

This revised agreement shall cover the period from January 1, 2009 to December 31, 2010 and may then be extended annually upon mutual consent of the parties.

IV. COMPENSATION 2009

APD will pay ACDA a flat fee, plus a percentage of the fine for each paid citation as outlined in this paragraph:

A. No later than the 25th day of each month, APD will reimburse ACDA \$7.50 per citation processed during the previous month. APD guarantees a minimum \$300,000 annually (40,000 processed citations) for this portion of the compensation.

B. In addition, APD will pay ACDA 5% of the previous month's gross revenue.

C. The combined total of these monthly fees shall not exceed three hundred eighty thousand dollars (\$380,000) per year.

D. Except as noted earlier for equipment replacement, these fees cover the costs of the administrative services provided and include all anticipated expenses and incentives.

No extraordinary charges or fees will be paid, unless specifically documented in writing and approved by APD. ACDA will maintain and provide to APD documentation related to all necessary and unexpected costs. Any unexpected or extraordinary cost exceeding \$500.00 must be approved by APD, whenever possible, prior to incurring the expense. APD agrees not to unreasonably withhold its approval.

If any payment is withheld because ACDA's performance is unsatisfactory, APD must, within 14 days of the payment denial, notify ACDA of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

V. COMPENSATION 2010

APD will pay ACDA a flat fee, plus a percentage of the fine for each paid citation as outlined in this paragraph:

A. No later than the 25th day of each month, APD will reimburse ACDA \$10.00 per citation processed during the previous month. APD guarantees a minimum \$400,000 annually (40,000 processed citations) for this portion of the compensation.

B. In addition, APD will pay ACDA 5% of the previous month's gross revenue.

C. The combined total of these monthly fees shall not exceed four hundred eighty thousand dollars (\$480,000) per year.

D. Except as noted earlier for equipment replacement, these fees cover the costs of the administrative services provided and include all anticipated expenses and incentives.

No extraordinary charges or fees will be paid, unless specifically documented in writing and approved by APD. ACDA will maintain and provide to APD documentation related to all necessary and unexpected costs. Any unexpected or extraordinary cost exceeding \$500.00 must be approved by APD, whenever possible, prior to incurring the expense. APD agrees not to unreasonably withhold its approval.

If any payment is withheld because ACDA's performance is unsatisfactory, APD must, within 14 days of the payment denial, notify ACDA of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

VI. TERMINATION

Services under this Memorandum of Understanding may be terminated:

A. By mutual consent of the parties, provided the terminating party provides a minimum of thirty (30) days written notice of its intent to terminate to the other party.

B. For the convenience of APD, provided that APD notifies ACDA in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of termination.

C. For cause, by either party where the other party, fails in any material way to perform its obligations under this Memorandum of Understanding. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

VII. DUTIES UPON TERMINATION

A. If APD terminates ACDA's services for convenience, APD shall pay the ACDA for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Sections IV and V.

B. If the ACDA's services are terminated for cause, APD shall pay the ACDA the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by APD because of the ACDA's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed the total compensation allowable under Section IV.

C. If the ACDA's services are terminated, for whatever reason, the ACDA shall not claim any compensation under this contract, other than that allowed under this section.

VIII. NOTICES

Any notice required, pertaining to the subject matter of this agreement, shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

APD: Stephen W. Miko
Resource Manager
Anchorage Police Department
4501 S. Bragaw St.
Anchorage, AK 99507-1599 FAX: (907) 786-8818

ACDA: Ronald T. Pollock
Executive Director
Anchorage Community Development Authority
700 W. 6th Avenue, Suite 206
Anchorage, AK 99502 FAX: (907) 279-5073

IX. COMPLIANCE WITH LAWS

APD and ACDA agree to abide by all applicable statutes, ordinances, rules and regulations.

X. INSURANCE

A. ACDA shall maintain in good standing, independent from the general fund, the insurance described in subsection B of this section. ACDA shall furnish APD with proof of insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager of the Municipality of Anchorage.

B. ACDA shall provide the following insurance:

1. Comprehensive general liability, including contractual, crimes and personal injury coverage -- \$1,000,000 per occurrence.
2. Fidelity bond in the amount of \$50,000.

C. Each policy of insurance required by this section shall provide for no less than thirty days advance notice to the Risk Manager of the Municipality of Anchorage prior to cancellation.

D. Since, ACDA maintains insurance policies separate from general municipal policies; the Municipality of Anchorage shall be listed as an additional insured on all ACDA individual policies. In addition all policies shall contain a waiver of subrogation against the Municipality.

XI. AMENDMENTS

A. This Inter-agency Memorandum of Understanding will only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as it was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this agreement, the only authorized representatives of the parties are:

Anchorage Police Department: Michael K. Abbott, Municipal Manager

Anchorage Community Development Authority: Ronald T. Pollock, Executive Director

C. Any attempt to amend, modify, or change this agreement by either an unauthorized representative or unauthorized means will be void.

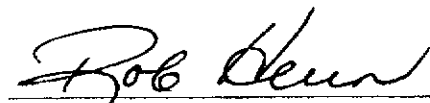
XII. AVAILABILITY OF FUNDS

Payments under this Memorandum of Understanding require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to APD and APD shall not be obligated to make payments under this MOU beyond those which have previously been appropriated.

XIII. AGREEMENT LIAISON

Anchorage Police Department will provide an agreement liaison who will have the responsibility of procuring and providing any information necessary to manage and carry out the administrative processing of parking citations. The liaison will be the officer charged with supervising the parking enforcement program. The liaison will serve as the secondary municipal representative for court hearings if the municipal representative from ACDA is not available.

Recommended and approved:



Rob Heun, Chief of Police
Anchorage Police Department

Date: 3/12/09

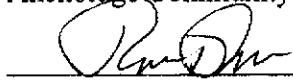
Anchorage Police Department



Michael K. Abbott, Municipal Manager

Date: 3-13-09

Anchorage Community Development Authority



Ronald T. Pollock, Executive Director

Date: 3/4/09