

16. Second Amendment to Agreement with Data Ticket, Inc. (General Fund)

Department(s):

Recommended Action: Authorize the City Manager to execute a second amendment to the agreement with Data Ticket, Inc. for automated parking citation and processing services in the additional amount of \$840,000, for a total aggregate amount not to exceed \$2,840,000, and exercise the first one-year extension option through February 14, 2026 (Agreement No. A-2025-XXX).



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
February 4, 2025

TOPIC: Automated Parking Citation and Processing Services

AGENDA TITLE

Second Amendment to Agreement with Data Ticket, Inc. (General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute a second amendment to the agreement with Data Ticket, Inc. for automated parking citation and processing services in the additional amount of \$840,000, for a total aggregate amount not to exceed \$2,840,000, and exercise the first one-year extension option through February 14, 2026 (Agreement No. A-2025-XXX).

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

On February 15, 2022, the City Council approved a three-year agreement with Data Ticket, Inc. to provide automated parking citation and processing services to the Santa Ana Police Department (SAPD) in the amount of \$1,269,648 after a competitive Request for Proposal (RFP) process. Data Ticket Inc.'s services include managing the parking citation database, sending out daily notices for payment collection, and hosting a full-service, bilingual customer service call center that allows motorists to obtain general information regarding the citation process and specific information on particular citations. Data Ticket, Inc. has been the City's provider of these services since 2017 and continues to perform in a professional and competent manner.

The original term of the agreement covers the three-year period of February 2022 through February 2025, with two one-year extension options. On January 16, 2024, the City Council approved the first amendment to the agreement with Data Ticket, Inc. to increase the contract authority by \$730,352, for a total aggregate amount not to exceed \$2,000,000.

Data Ticket, Inc. has continued to perform well and SAPD is electing to exercise the first one-year option of the agreement. Staff recommends the second amendment to the

agreement with Data Ticket, Inc. to increase compensation by \$840,000 for services provided through February 14, 2026, with a new total aggregate amount not to exceed \$2,840,000.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

The current fiscal year funding is available in the FY 24-25 budget and future fiscal year funding will be included in the proposed budget for City Council consideration as follows:

Fiscal Year	Accounting Unit – Account No.	Fund Description	Accounting Unit – Account No. Description	Amount
FY 24-25 (Feb.-June)	01114405-62300	General Fund	Traffic Division, Contract Services Professional	\$350,000
FY 25-26 (July-Feb.)	01114405-62300	General Fund	Traffic Division, Contract Services Professional	\$490,000
Total				\$840,000

The amounts above are estimated projections and are subject to change.

EXHIBIT(S)

1. Second Amendment with Data Ticket, Inc.

Submitted By: Robert Rodriguez, Police Chief

Approved By: Alvaro Nuñez, City Manager

**SECOND AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. TO
PROVIDE AUTOMATED PARKING CITATION PROCESSING**

THIS SECOND AMENDMENT ("Second Amendment") to Agreement with Data Ticket, Inc. to Provide Automated Parking Citation Processing is entered into on February 4, 2025, by and between Data Ticket Inc., a California corporation ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City"). The Contractor and City shall hereinafter be referred to collectively as "the Parties."

RECITALS

- A. On February 15, 2022, the Parties entered into Agreement No. A-2022-022 ("Agreement"), by which Contractor agreed to provide automated parking citation and processing services. The original term of the agreement covers a 3-year period through February 14, 2025, with two one-year extension options. The not to exceed amount of the Agreement was \$1,269,648.31.
- B. On January 16, 2024, the Agreement was amended to increase the compensation by an additional \$730,351.69, which brought the total not to exceed amount to \$2,000,000. The First Amendment (A-2024-017) was to compensate for additional costs related to increased collection efforts caused by individuals failing to pay their citations.
- C. Collection Costs continue to grow. The parties now wish to exercise the first option to extend the term of the Agreement for an additional one (1)-year period, to February 14, 2026 and increase the total compensation by an additional \$840,000 for a total not to exceed amount of **\$2,840,000**.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions of the Agreement, except as hereinafter modified, the Parties agree to the following:

- 1. **Section 2, Compensation**, shall be amended to increase the compensation for services provided under this Agreement by \$840,000. The total amount to be expended during the term of this Agreement shall not exceed **\$2,840,000**.
- 2. **Section 3, Term**, shall be amended to extend the term of the Agreement to February 14, 2026.
- 3. Except as modified by this Second Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:


CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

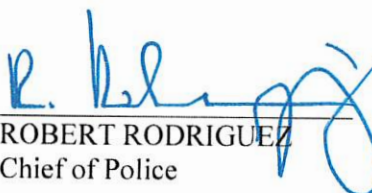
ALVARO NUNEZ
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:


By: 

TAMARA BOGOSIAN
Senior Assistant City Attorney



ROBERT RODRIGUEZ
Chief of Police

DATA TICKET, INC.


By: BROOK WESTCOTT, COO