



CITY COUNCIL AGENDA REPORT

Meeting Date: June 17, 2021

From: Carolina Yuen, Finance Director

Subject: Adoption of Resolution No. 2021-51 Agreement with Turbo Data Systems, Inc. for Parking Citation Processing and Adjudication Services

Community Goal/Result

Fiscally Prudent - Brisbane's fiscal vitality will reflect sound decisions which also speak to the values of the community

Purpose

To adopt agreement entered into with Turbo Data Systems, Inc. through the County of San Mateo for collections and processing of parking citations, providing a cost efficient method for collecting parking citation money and ensuring a fair and equitable dispute system.

Recommendation

Adopt Resolution 2021-51 authorizing the Mayor to execute an Agreement with Turbo Data Systems, Inc. for City parking citation processing and adjudication services for five (5) year term commencing July 1, 2021 through June 30, 2026.

Background

In the late 1990s, State law decriminalized parking citations and shortly thereafter the Superior Court transferred the responsibility for parking citation processing and collection to local agencies. Rather than form a joint powers agency, it was determined to be most efficient to issue a combined request for proposal (RFP) with the successful vendor entering into individual contracts with each agency by combining the volume of all ticketing agencies and leveraging economies of scale, the County, cities and other agencies would receive the best processing rates and the highest levels of services. In 1999, the RFP was issued and Turbo Data Systems, Inc. was selected. A subsequent RFP was issued in 2006, 2011 and 2015; and Turbo Data was again the vendor of choice.

Discussion

In May 2015, the Sheriff's Office entered into a contract with Turbo Data Systems for the provision of parking citation processing and payment and adjudication services with an expiration date of June 30 2020. Due to COVID-19, the parties agreed to extend the agreement for one year, with a new expiration date of June 30, 2021. In preparation of the contract expiring, the County issued a consolidated RFP for the provision of citation processing; payment

and adjudication services; web based information management and records and case management for San Mateo County agencies in November 2020. Three proposals were received in response to the RFP. The responding vendors were Data Ticket, Quicket Solutions and Turbo Data Systems. A subcommittee consisting of representatives from the County and the cities of Belmont, San Mateo and Daly City was formed to evaluate the proposals. The proposals were evaluated on four criteria: (1) Firm experience; (2) Project approach; (3) Team qualifications; and (4) Fee proposal. Based on these criteria, the subcommittee determined Turbo Data Systems, Inc. to be the best option for the County agencies and the recommended provider of service.

Services include citation processing and collection by mail, telephone or website; multiple reminder notices; placing of DMV holds; appeals and administrative adjudication services; optional advanced collection efforts; and leasing of the Contractor's mobile ticket writers. Currently, the City has agreed to use Turbo Data Systems for their Parking Citation Processing and Adjudication services only. If we decide to augment services, pricing from this contract will be available to the City.

City Attorney has reviewed and approved the Resolution and Agreement as to form.

Fiscal Impact

Costs are anticipated to remain neutral per citation as pricing remains steady. Increases to costs will depend on volume, increase in services selected or postal rate increases during the term of the contract. The contract term will be for five (5) years with no increases in rates during that period other than direct pass-through of any postal rate increases.

For fiscal years 2018/19 and 2019/20, citations processed through Turbo Data were approximately 700 and 500 citations, respectively. An increase is expected within six months to one year when the Traffic Unit is expected to be up and running. However, costs are fully covered by the related revenue collected.

Measure of Success

Users of City parking citation services will have a variety of options to pay and the City will receive the best processing rates and the highest levels of services.

Attachments

Resolution 2021-51
Agreement with Turbo Data Systems, Inc.

Carolina Yuen
Carolina Yuen, Finance Director

Stuart Schillinger for
Clay Holstine, City Manager

RESOLUTION NO. 2021-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRISBANE AUTHORIZING THE AGREEMENT WITH TURBO
DATA SYSTEMS, INC. FOR CITY PARKING CITATION
PROCESSING AND ADJUDICATION SERVICES, FOR A FIVE
(5) YEAR TERM EXPIRING JUNE 30, 2026**

WHEREAS, a Countywide committee of involved local agencies issued a Request for Proposals for parking citation processing and adjudication services; and

WHEREAS, three vendors responded; and

WHEREAS, representatives from local agencies thoroughly reviewed the three proposals received and determined that Turbo Data Systems, Inc. would, as to the City of Brisbane, best serve the City's needs; and

WHEREAS, Turbo Data Systems, Inc. and the City of Brisbane now wish to enter into an Agreement, whereby Turbo Data Systems, Inc. will provide parking citation processing and adjudication services, as well as other services if needed by the City, for a five-year period commencing July 1, 2021 until June 30, 2026, for such services and fees as described in Exhibit A and Exhibit B of said Agreement; and

WHEREAS, the City Council has been presented with a form of such Agreement and has examined and approved same as to both form and content, and desires to enter into same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

that the Mayor of the City Council be, and is hereby authorized to, execute the Agreement with Turbo Data Systems, Inc. for and on behalf of the City of Brisbane, and the City Clerk shall attest the Mayor's signature thereto.

Karen Cunningham, Mayor

I hereby certify that the foregoing Resolution No. 2021-51 was duly and regularly adopted at a regular meeting of the Brisbane City Council on June 17, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

INGRID PADILLA, City Clerk

**AGREEMENT BETWEEN CITY OF BRISBANE
AND TURBO DATA SYSTEMS, INC.**

This Agreement is entered into this 18th day of May 2021, by and between the City of Brisbane, hereinafter called "City" or "Customer," and Turbo Data Systems, Inc., hereinafter called "Contractor."

* * *

Whereas, Customer may contract with independent contractors for the furnishing of specialized services to or for Customer; and

Whereas, Contractor has been selected to provide parking citation processing, adjudication services, traffic citation processing and issuance equipment for jurisdictions within and including San Mateo County, thereby providing coordinated services at lower cost than would be available through separately-negotiated agreements; and

Whereas, the Customer does not have existing resources to provide parking citation processing and adjudication through its own personnel and it is therefore necessary and desirable that Contractor be retained for the purpose of parking citation processing and adjudication services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for Customer in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Customer shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Customer reserves the right to withhold payment if Customer determines that the quantity or quality of the work performed is unacceptable. In the event that the Customer makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Customer at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2021** through **June 30, 2026**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Customer, acting through its City Manager, Police Chief, or the Police Chief's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

Customer may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or City funds by providing written notice to Contractor as soon as is reasonably possible after Customer learns of said unavailability of funding.

Customer may terminate this Agreement for cause. In order to terminate for cause, Customer must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, Customer may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that Customer provides notice of an alleged breach pursuant to this section, Customer may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. Customer has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and Customer shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of Customer and shall be promptly delivered to Customer. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of Customer and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of Customer employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless Customer and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property arising out of the acts or omissions or property damage by the contractor, its agents, employees, or subcontractors;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Customer and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which Customer has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless Customer from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) Customer notifies Contractor promptly in writing of any notice of any such third-party claim; (b) Customer cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without Customer's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on Customer, impair any right of Customer, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of Customer without Customer's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes Customer's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for Customer the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to Customer under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for Customer (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by Customer in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of Customer. Any such assignment or subcontract without Customer's prior written consent shall give Customer the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by the Customer, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish Customer with certificates of insurance and endorsements evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

| | |
|--------------------------------------------------------------------------|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| <input checked="" type="checkbox"/> Motor Vehicle Liability Insurance... | \$1,000,000 |
| <input checked="" type="checkbox"/> Professional Liability..... | \$1,000,000 |

Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, including if such limits are greater than the minimums specified here and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for

all employees under this Agreement. Contractor's equal employment policies shall be made available to Customer upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with San Mateo County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other

investigative entity. If this box is checked, Contractor shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Customer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Customer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a Customer contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Customer.

To effectuate the provisions of this Section, the Customer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and Customer.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after Customer makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by Customer, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Customer.

(c) Contractor agrees upon reasonable notice to provide to Customer, to any Federal or State department having monitoring or review authority, to Customer's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition,

provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Customer, to:

Name/Title: Finance Director
Address: 50 Park Place
Brisbane, CA 94005
Telephone: (415) 508-2100
Facsimile: (415) 656-0763
Email: cyuen@brisbaneca.org

In the case of Contractor, to:

Name/Title: Roberta J. Rosen, President
Address: 18302 Irvine Blvd, Ste. 200, Tustin, CA 92780-3464
Telephone: 714-573-5757
Facsimile: 714-573-0101
Email: roberta@turbodata.com

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CUSTOMER:

CITY OF BRISBANE

By: _____

Mayor, City of Brisbane

Date: _____

Approved as to form:

By:

Michael Roush, City Attorney,

ATTEST:

By: _____

Ingrid Padilla, City Clerk

FOR CONTRACTOR:

Turbo Data Systems, Inc.

By: _____

Roberta J. Rosen, President, Turbo Data Systems, Inc.

Date: _____

Exhibit A - Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. PARKING CITATION PROCESSING SERVICES

A. Basic Processing - Contractor will enter manual citations and citation dispositions into Customer's database within two business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, www.pticket.com web-based Inquiry System for the public with customized content, Contractor's Customer Service Representatives (9:00a.m.- 5:00 p.m., Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the Contractor-provided online system. Contractor will process correction notices and notify Customer of citations unable to be entered for any reason, (such as no violation code, unreadable license, etc.).

B. Handheld Ticket Writer Interface - Contractor will provide for automated import of electronic citations into Customer's database. Batch files will be uploaded immediately upon file transfer. Contractor will maintain and update the hot sheet or scofflaw files on a daily basis for Customer. Identifying vehicles which have accumulated five (5) or more outstanding citations in the combined San Mateo County contract area to upload into their handheld ticket writers. Contractor will provide electronic reports on a monthly basis. Contractor will work with Customer to implement any changes required for handheld ticket writer equipment.

C. Customer Service and Toll-Free Telephone Number - Contractor will provide a toll-free automated telephone number for inquiries and credit card payments. The toll-free telephone service will be available a minimum of 20 hours per day, 7 days per week for the 50 United States and Canada, with the exception of backup time sometime between the hours of midnight and 4:00 a.m. A customized recorded voice response system in English and Spanish will be available to provide information for each pay or on how to pay and contest citations, registration violation information, and Customer address information. The automated telephone system will be capable of receiving a minimum of 20,000 incoming calls per month. Downtime for required maintenance will be between midnight and 4:00 a.m. The automated voice response system will be capable of providing real-time data regarding the citation issue date, amount due, delinquent date and total amount due for each license plate when multiple citations are outstanding. The system will provide information about appealed citations and the results of the appeal. Contractor Customer Service Representatives (CSRs) will be available Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding Customer recognized holidays. CSRs will be available to provide instructions and information on general parking policies and procedures, and administrative adjudication procedures for the Customer. At least one CSR will be available for Spanish translation during regular business hours Monday through Friday. Calls will be answered in six rings or less. In order to assist CSRs with non-English speakers, AT&T's Language Line (or similar) will be available at all times the CSRs are available and shall be employed to accomplish translations as required. The telephone system will provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours. CSR's will provide customer service for the public in resolving parking citation questions of a non-judicial nature and research specific citation data when necessary. CSRs will be fully trained in all informational aspects of parking citation processing and related information specific to the Customer.

D. System and Document Storage - Contractor will retain all citations paid or dismissed on the computer system for three years and then be removed. Unpaid citations will be retained on the computer system for five (5) years and then be removed. Citation documents will be stored for two (2) years from date of issue and then shredded. Payment documents will be stored for two (2) years from the date of payment and then shredded.

E. Online Reporting - Contractor will provide regular daily, weekly and monthly reports in a format as agreed upon. Additional reports will be provided at no additional cost for operating, production and audit functions. Reports will be made available online via a secure web page and be available for Customer access no later than the thirtieth (30th) day of the following month, except when February is the following month, in which case this information will be available by the last day of February.

F. DMV Interface for Registered Owner Name Retrieval - Contractor will obtain names and addresses of registered owners of cited vehicles from California DMV using online or manual access to registered owner information from California DMV when necessary. Upon return of registered owner information from DMV, Contractor will validate vehicle make. Contractor will also review DMV "No Hit" list to ensure that license plate and state have been entered correctly.

G. Notice Processing - Contractor will print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. This includes second notices mailed for bounced checks, partial payments, and name or address changes. Contractor is required to send notices to lessees or renters of cited vehicles when provided with proof of a written lease or rental agreement. All postage, notice forms and envelopes will be provided by Contractor. All notices and letters will be formatted using custom #10 window envelopes with the Customer's return address. The interior #9 return envelope will be customized with the Customer's payment address. Drive Away Notices will be mailed by first class mail to registered owners of vehicles that drive away from the officer at citation issuance time as required by the California Vehicle Code. Notices are mailed no later than 15 days from the date of the original citation to the registered owner of the vehicle. Delinquent Notices generated will be mailed at least once a week by first class mail to registered owners. Returned check notices will be mailed by first class mail to individuals immediately upon notification from the Customer that a check has been returned for non-payment. These notices will state the amount of original penalty, delinquent amount, and the appropriate returned check fee. Partial Payment Notices will be sent by first class mail to those who do not pay the full penalty amount. The notice will indicate the amount that was paid and the remainder that is due. The Contractor will generate Reminder Notices for unpaid accounts at a time frame acceptable to the Customer. Contractor will communicate with violators in a timely manner by mail in response to correspondence such as incomplete registration, citation, or payment information.

H. Additional Notices - Contractor will mail Other Correspondence as required for processing. Adjudication Letters will be mailed as required. DMV Hold Letters shall be mailed to registered owners on citations remaining open 18 months after a DMV Hold is placed.

I. DMV Interface for Placing Registration Holds - Contractor will transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and Contractor has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within two (2) business days after the date specified by the Customer to be the DMV Date.

J. DMV Interface for Releasing Registration Holds - Contractor will transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within two (2) business days after Contractor has received notification of clearance.

K. DMV Interface for Monthly Payment File - Contractor will receive payment files from DMV as available (currently monthly) and update DMV transactions into Customer's database, providing reporting for reconciliation purposes.

L. Document Exchange/Transfer – Customer will scan all manual tickets, appeals and other documents and electronically transmit to Contractor. TDS will provide an SFTP secure access for the transfer. Contractor will provide electronic reporting using ReportNet. Reports are available at any time for multiple years and months and can be printed and/or emailed as desired.

M. Collection and Payment Processing - Contractor will provide the following collection and payment processing services for Customer:

- Provide P.O. Box where payments, administrative review correspondence, and other documents are mailed within San Mateo County
- Courier pickup from P.O. Box daily
- Open all mail enter and process payments received by mail within one (1) business day, including opening all mail received, entering suspense date, verifying payment amounts, updating computer system, and make daily bank deposits directly into a Customer assigned bank account

- Process all correspondence within two (2) business days from the date of receipt
- Sort and batch all correspondence by postmark date. Envelopes shall be kept on file with correspondence
- Track rebilling on partial payments, non-payment of approved payment plans, checks returned for insufficient funds, vehicle change of ownership, re-entered citations for payment
- File and store all source documents in an easily retrievable system
- Respond to reasonable non-judicial public inquiries by phone or mail
- Return questionable mail to Customer for decision
- Provide reporting of bank deposits made for Customer within one day following the deposit
- Provide toll-free number for citizen inquiries
- Provide reports for bank statement reconciliation
- Provide monthly Paid Citation Distribution Report for Customer to pay surcharges. Contractor will scan checks and deposit parking funds (remote deposits) into Customer's bank account. This method is safe, secure and efficient. Checks never leave our facility. Check scanning hardware and software is provided by Customer for its specific banking requirements.
- Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the Customer.
- Customers not set up for bank check scanning will incur additional courier fees.

N. Out of State Citations - Contractor will process citations for non-California license plates by entering the citation information into the system database and report them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. Contractor will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. Contractor will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued.

O. Public On-Line Access - www.pticket.com - Contractor will supply a web site for public use allowing the receiver of a parking violation to enter the parking citation number or other identifying information in order to view parking citation data on line in real time. The website incorporates the highest level of data security and data privacy in the industry. Web-based data traffic, which includes names, addresses, parking ticket numbers or credit card numbers is encrypted using the highest level of industry standard encryption. Public access will include access to current citation status, including status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to show proof of correction for correctable violations, how to submit claims of indigence prior to a hearing, and addresses for paying in person or by mail.

P. IVR and Web Payment Systems - Payment by Credit Card - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, Contractor will accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Payees are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies will be paid to a Contractor bank account and reconciled monthly. Customer will receive a credit card post log which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the Customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Contractor master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. Contractor will provide all services regarding reconciliation, reactivation of charge backs, etc. The Customer will not be involved in the daily processing.

Q. Administrative Adjudication Processing - Contractor will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system will be done in real time and linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within two (2) business

days of receipt. Adjudication documents will be stored for two (2) years from their activity date and then shredded. Contractor will notify Customer of citations that have been found Not Liable that need refunds, so the Customer can issue the refund. Contractor will schedule combined San Mateo County Hearings up to three (3) weeks in advance, according to citizen selection by location and day of week in one of the San Mateo County locations. Hearings may be scheduled manually if requested. Contractor will print and mail (by first class mail) customized hearing notification letters to appellant and respond to inquiries from Customer and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location. Contractor will provide the capability to use customized text, such as liable reason codes, in letters for Customer and re-send letters should changes or reschedules occur. Contractor agrees to provide all information required under the Vehicle Code in a timely manner at no additional cost to the Customer should an appeal be made to the Superior Court.

R. Payment Plan – The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers when necessary for indigent and non-indigent individuals. Plan requests will be submitted to the Customer for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.

S. Paperless Appeals (eAppealsPRO & Scanning) - Contractor will provide online appeal capability for the public to appeal their citations online. Contractor will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. Contractor will provide an online application to access the appeals, which will be searchable and sortable. Contractor will keep an electronic history of processed appeals for at least two years.

T. Independent Hearing Examiner Services - Contractor will contract with Independent Third-Party Hearing Examiners to provide fair and impartial hearings for Customer and the public. Contractor will provide a monthly report of hearing results by citation number. The Independent Third-Party Hearing Examiners will meet all training, education and other requirements specified in the California Vehicle Code which apply to the performance of administrative hearings.

U. Online Inquiry Access and Support for Customer's Staff - Contractor will provide access to the parking citation database via a web page using a secure log-on procedure. This access includes citation inquiry by citation number, license plate number, full or partial name and VIN (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view NOTES, post dismissals/payments, view daily deposits made at Contractor's facility and view daily file transfers sent from the handheld ticket writer software and received at Contractor's facility. A "NOTES" feature will allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by other inquiry function users. Contractor's technical staff will provide support during normal business hours. Technical support will be provided for any communication or logon problems as well as immediate technical support when problems arise in the uploading, downloading and transferring of files.

V. ICS Collection Service - Special Collections - Contractor will transfer outstanding citations (DMV No-Holds, DMV Transfer of Ownership Releases, Non-California plates, citations delinquent over 90 days) and any other citations deemed as delinquent citations by Customer into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments will be processed daily and deposited to the Customer's regular citation processing bank account. The Contractor's Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting will show all accounts moved to the ICS system and all payments received due to ICS efforts.

W. Franchise Tax Board Offset Program - Contractor will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process. and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required

FTB paperwork and forms (with Contractor's assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

X. Contract Requirements

- Privacy and Security of Customer Data- Contractor agrees to keep all Customer data private and secure and will not share, sell, or otherwise access the Customer data for reasons other than the normal processing of parking citations or as otherwise required by law.
- Notice of Security Breach – Contractor must immediately notify the Customer when it discovers that there may have been a data security incident that has or may have resulted in compromise to the Customer for purposes of this Section, “immediately” is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability and must promptly alert the Customer of any such circumstances, including information sufficient for the Customer to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of the Customer, the Contractor will be liable for paying for the following costs to remediate any such unauthorized disclosure:
 - The reasonable cost of providing notice of the breach to individuals affected by such breach;
 - The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
 - The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and any other service required by applicable by law.

The Contractor must provide any information and/or support to the Customer in issuing the actual notification and at the Customer’s sole discretion, the Contractor must provide actual notification if the Customer desires. This section will survive termination or expiration of this Agreement.

Confidentiality of all other data and materials - In addition to the data security and privacy requirements detailed above that apply to the Customer, any other Customer data or materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

- **System Backups** - All systems will be backed up daily to ensure safety of data in the event of a power outage or natural disaster. All backup data should be transferred and stored off-site for disaster recovery.
- **Subcontracting** - No portion of the Agreement, other than the independent administrative hearings, shall be permitted to be subcontracted to another private or public agency without express written approval from the Customer. Contractor must disclose the nature of work being subcontracted, and the name of the private or public agency which shall perform the work.
- **Vehicle Code Compliance** - Contractor will comply with all requirements of the California Vehicle Code in regard to processing and adjudication of citation records sent by the issuing agency during the entire term of this Agreement, including extensions if any.
- **Right to Audit** - If Customer requests it, an auditor shall be hired to perform a financial and/or performance audit. The Customer shall pay the cost of the audit upon the written approval of auditor's cost.
- **Meeting Attendance** - Contractor will be available to attend Customer meetings as needed at Contractor's own expense.

- **Transition to Next Contractor** - In the event of a future change of vendor, Contractor agrees to fully cooperate in any transition. This shall include but not be limited to provision of data in an acceptable electronic format, provision of information as requested by the Customer to facilitate a future RFP process, and assistance with any and all transition processes necessary to provide for uninterrupted services to the Customer.

Y. Software Disclosure - The Contractor may subscribe to various third-party software services for the purpose of automating input of various fields of information into the citation information while writing a ticket. The third-party software services may include but are not limited to Google Maps, Google location services GPS, LPR Services, and VIN lookups. The Contractor reserves the right, should these services terminate, to disable those services in the software at any time. These services are integrated in to the ticketPRO software for convenience and do not affect the issuance of citations. Manual entry of information into the citation is never affected by these third-party software services and is always available.

Z. Termination - Termination fee of \$950 per unit at the outset, and each subsequent month reduced \$18 per month per unit. **(ticketPRO Magic two-piece device only)**

AA. Optional Services:

- 1) Interfacing with Coplink
- 2) Provision of Automated Ticket Media - Contractor will provide paper ticket stock for electronic citations. See exhibits.
- 3) **Racial and Identity Profiling Act (RIPA) CA** - The Contractor is currently working on a RIPA application that would be an optional service. If the RIPA option is exercised by the Customer, it will coincide with the length of this contract.

AB. Training - The Contractor will provide training for software and hardware. The Contractor will provide training manuals to the Customer. Training will include step-by-step manuals on how to issue citations and access back-end ticket portals. Training, equipment initialization and setup will be provided by the Contractor and is included in the lease of the ticketwriters. The Contractor will provide RemoteConnect support for devices while in the field.

AC. Software Development - If the Customer requires any additional software development for special projects and/or programs. The Customer will work with the Contractor on a scope of work to determine the specifications and requirements and the Contractor will provide the cost estimate and timeline.

EXHIBIT B
Payments & Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, Customer shall pay Contractor based on the following fee schedule and terms:

1. PARKING CITATION SERVICES AND FEES

A. Service Fees: The following fees will be charged to the Customer by the Contractor as these items are processed. Costs will be determined by the quantity processed and will be invoiced to the Customer monthly.

| Fee | Rate |
|-----------------------------------------------------------------------------------------------------------------------|---------------------|
| Electronic Parking Citation Processing Fee | \$.40 per citation |
| Electronic Parking Citation Processing Fee Turbo Data provides citation rolls (2 inches) at no extra cost | \$.50 per citation |
| Electronic Parking Citation Processing Fee Turbo Data provides citation rolls (3 inches) at no extra cost | \$.55 per citation |
| Manual Parking Citation Processing | \$.70 per citation |
| Notice Processing | \$.76 per citation |
| Final Notice Letters | \$.76 per letter |
| DMV Hold Letters | \$.76 per letter |
| Administrative Adjudication - per appeal | \$1.50 per appeal |
| Adjudication Letters-per letter | \$.76 per letter |
| Administrative Hearings | \$25.00 per hearing |
| Out of State Processing - % of revenue collected | 25% |
| Collections for Citations delinquent over 90 days (ICS) | 25% |
| Franchise Tax Board Processing - % of revenue collected | 25% |
| Payment Plans Entered | \$5.00 per plan |
| Payment Plans Letters Mailed | \$0.76 per letter |
| Banking Services Options- Scan Checks directly into Agency Bank Account | No Charge |
| Banking Services Options- Courier Daily Bank Deposit Service(Monthly Fee) | \$200.00 |

Postal Rate Increase Offset - If postal rates increase during the term of this agreement notice, letter fees to TDS shall be raised immediately to offset the effect of the postage rate increase.

2. INVOICING PROCEDURES

- A.** Customer shall pay Contractor upon receipt of an invoice for services rendered. Each invoice must include the following information at a minimum.
- Agreement Number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced amount
- B.** Contractor shall prepare and submit an invoice for payment of services monthly. Payments shall be made within thirty (30) days from the date of applicable undisputed invoice