



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

**I move to approve Addendum to the Agreement 24034 for the Data Ticket Permit Solution application for permits for \$6,500 (miscellaneous fees outlined in addendum would be additional potential fees).**

Reasons for Recommendation:

- Data Ticket currently provides our contractual Parking Citation Management Services
- Develop a new parking permit system as part of the Parking Action Plan that will allow the City to manage parking for downtown residents that does not conflict with retail customer parking. Designed so that regulated parking is not affected by downtown residents in recently developed buildings given parking exemptions.
- Data Ticket offered a client loyalty discount which we negotiated for over a 30% savings off the standard rate of \$9,500/year.
- Permit holders will be allowed to park in unregulated parking **only** within the Community Core.

Sustainability Impact:

None OR state impact here: Will use license plates as the resident’s permit. Data Ticket uses a web-based system with an electronic application and system of record.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Data Ticket-City of Ketchum Addendum to the Agreement 24034
2. Purchase Order 24034
3. Data Ticket Parking Citation Management Services PACKET-9.6.2022



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
www.ClientServices.com

**CITY OF KETCHUM  
ADDENDUM TO THE AGREEMENT 24034**

**ADDENDUM TO THE AGREEMENT  
BETWEEN  
THE CITY KETCHUM and DATA TICKET, INC.**

**This addendum to the Agreement between The City of Ketchum (AGENCY) and Data Ticket, Inc. (COMPANY) is to amend and include the addition of a Permit Solution application for permits which will be defined by the Agency:**

All other terms and conditions of the Agreement remain as originally written.

**ACCEPTED:**

**City of Ketchum**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ACCEPTED:**

**Data Ticket, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



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**CITY OF KETCHUM  
 ADDENDUM TO THE AGREEMENT  
 24034**

Description of Services	Cost per Instance
<p><b>Online Permit Application:</b>            Online permit application to be used by the City and its Patrons to register for and obtain residential, oversized, business, commuter, visitor, etc. parking permits. The online permit application can also be used by the City's Personnel to manage the permitting process. Finally, in utilizing an Android Solution with Data Ticket's proprietary parking citation software, the City's ticket writers will have access to a daily file that includes all valid permits. When the issuing officer enters the license plate number, the handheld will indicate to the Officer whether the permit is valid or not.</p> <p>The solution will provide the City's Patrons with the following capabilities:</p> <ul style="list-style-type: none"> <li>• Ability to register online and apply for permits</li> <li>• Ability to verify resident address with DMV to ensure resident resides in permit area if applicable</li> <li>• Ability to submit up to 3 documents online via the web to prove they are a resident (i.e., driver's license, etc.) if applicable</li> <li>• Provide online temporary permit with expiration date to be printed directly from patron's computer</li> <li>• Ability to create a login name and password to the solution with which the user may manage all future permits or to check out as a guest</li> <li>• Ability to pre-purchase permits for upcoming years</li> <li>• Ability to re-use data previously entered to purchase new permits</li> <li>• Tracking of all permits purchased by residents/guests, etc.</li> <li>• Storage of all permit data online</li> <li>• Acceptance of Visa, MasterCard, Discover and American Express</li> <li>• Live, bi-lingual customer service agents available M-F, 7:30am-5pm who will process registration requests, answer specific and general permit questions and provide fulfillment assistance</li> </ul> <p>The Solution will provide the following capabilities to the City's personnel:</p> <ul style="list-style-type: none"> <li>• Ability to register all permit types within the permit solution online</li> <li>• Ability to verify resident address with DMV to ensure resident resides in permit area – if applicable</li> <li>• Ability to accept documentation &amp; scan into the solution</li> <li>• Ability to generate reports on permits issued</li> <li>• Ability to search for permits by resident</li> <li>• Ability to modify permit holder information</li> <li>• Online training of all City personnel</li> </ul>	<p><b>\$6,500.00/Annual Fee – Per Permit Type</b></p> <p align="center"><b>OR</b></p> <p><b>\$2,500.00 Initial fee AND \$2,000.00/month (regardless of the number of permit types)</b></p>



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 ADDENDUM TO THE AGREEMENT  
 24034**

Descr	Cost per Instance
<b>Permit Fulfillment (if using hangtags/stickers) - <i>Optional</i></b> <b><i>Services for the above-mentioned item includes:</i></b> <ul style="list-style-type: none"> <li>• Assignment of each permit per successful registration</li> <li>• Generating and mailing a custom notice to each successful registrant with an assigned permit</li> <li>• Includes Postage – USPS first class rate</li> </ul>	<b>\$6.00 per permit Fulfilled</b>  <b>And</b>  <b>\$.85 per letter sent</b>
<b>Permit Approval/Denial Process - <i>Optional</i></b> <ul style="list-style-type: none"> <li>• Approval or Denial of documents by Data Ticket</li> </ul>	<b>\$7.00 per approval/denial</b>
<b>Permits (if using hang tags/stickers) - <i>Optional</i></b> <ul style="list-style-type: none"> <li>• Cost of sticker permit – depending on size and quantity chosen</li> </ul>	<b>TBD</b>
<b>Email Blasts - <i>Optional</i></b> <b>Generating and sending custom notification/information to prospective or active permit holders</b>	<b>TBD</b>
<b>Per Customer Service Call Accepted by Contractor</b>	<b>\$.50 per call</b>
<b>In Trust/Escrow Account – <i>Optional</i></b> <b><i>Services for the above-mentioned item include:</i></b> <ul style="list-style-type: none"> <li>• Daily deposits of funds to the Agency’s escrow account</li> <li>• Processing of all credit card charge-backs and Insufficient Funds</li> <li>• Month-end reconciliation of all funds collected</li> <li>• Payment of Data Ticket’s invoice</li> <li>• Disbursement of the net remittance to the Agency</li> <li>• Scanning of checks/money orders directly to joint bank account daily using remote check deposit</li> </ul> <p>The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year.</p>	<b>\$150.00/month</b>
<b>Banking Fees:</b> Data Ticket will pass all banking fees on to the City’s patrons who wish to pay by credit or debit card	<b>\$3.50 per transaction</b>
<b>Refunds – For Agencies that opt for an Escrow/In Trust Account:</b> Issuance of all refunds to individuals who are due a refund via 1 <sup>st</sup> class mail	<b>\$5.00 per issued refund</b>
<b>Credit Card Charge Backs:</b> Processing of each chargeback	<b>\$33.50 per chargeback</b>



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24034**

<b>To:</b> 5781 DATA TICKET INC 2603 MAIN ST SUITE 300 IRVINE CA 92614	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/02/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	INITIAL ANNUAL FEE & MISC ONGOING FEE 01-4210-3610	6,500.00	6,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,500.00

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order #22078 and Contract with Data Ticket Inc. for Parking Citation Management Services**

#### Recommendation and Summary

Staff is recommending approval of a contract with Data Ticket Inc. for parking citation management services. On April 11, 2022, the City Council received an update from Dixon Consulting regarding the development of a downtown parking strategic plan. One of the recommendations was to improve the adjudication of parking citations and improve collection of fees (out of state license plates). An RFP was issued for the services and Data Ticket was the only respondent.

**"I move approval of Purchase Order #22078 and associated contract with Data Ticket for Parking Citation Management Services."**

The reasons for the recommendations are as follows:

- Data Ticket's scope of work provides turnkey Citation Management Services (CMS) including mail and payment processing, customer service phone support, delinquent collections, and online adjudication services.
- The change in the vendor is projected to save the City over \$28,000 through the 5-year contract term. Cost savings do not include previous City administrative support commitment, or the anticipated revenue increase due to delinquent collections and automated support services.
- Data Ticket offers additional modular and integrated solutions including an administrative citation solution that can be used for CSO non-parking citation issuance and an online parking permit management system that can support employee and residential parking permit programs.

#### Sustainability Impact

None

#### Financial Impact:

The contract is a not to exceed of \$15,000. Dixon Consulting performed a financial analysis which projected costs savings of \$28,665.40 over a 5-year contract period. The cost savings were derived by using actual 2021 citations issued and number of out of state plates.

	<b>Citations Issued = 2748</b>	<b>Out-of-State Plates = 511</b>
	<b>Data Tkt.</b>	<b>Omni Park</b>
Year 1	\$ 4,910.10	\$ 9,600.00

Year 1 & 2	\$ 8,516.20	\$ 19,200.00
Year 1, 2, & 3	\$ 12,122.30	\$ 28,800.00
Year 1, 2, 3, & 4	\$ 15,728.40	\$ 38,400.00
Year 1, 2, 3, 4, & 5	\$ 19,334.50	\$ 48,000.00

Attachments:

Purchase Order #22078

Contract for services



**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22078**

<b>To:</b> 5781 DATA TICKET INC 2603 MAIN ST SUITE 300 IRVINE CA 92614	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/06/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL COST PROJECTION, LEASE CI 01-4210-3610	15,000.00	15,000.00
		SHIPPING & HANDLING	0.00
		TOTAL PO AMOUNT	15,000.00

\_\_\_\_\_  
 Authorized Signature



## **SCOPE OF SERVICE AND PERFORMANCE AGREEMENT**

**DATA TICKET, INC.  
2603 MAIN STREET, SUITE 300  
IRVINE, CALIFORNIA 92614**

**(Hereinafter sometimes referred to as "COMPANY")**

**AND**

**THE CITY OF KETCHUM  
PO BOX 2315  
191 5<sup>TH</sup> STREET WEST  
KETCHUM, IDAHO 83340**

**(Hereinafter sometimes referred to as "AGENCY"),**

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of parking citations pursuant to AGENCY municipal code and the issuance of citations for illegal parking pursuant to the laws of the Idaho.

### **ARTICLE I - CITATION PROCESSING**

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit



card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked “paid” real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 12% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) and/or NLETS for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV/NLETS, and be consistent with the Vehicle Code nationwide, when identifying registered when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.8 Contested Citations: In the event a registered vehicle owner disputes the liability for



the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.9 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to refund any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.10 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.11 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation

as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.12 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.13 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.



## **ARTICLE II - PAYMENT PROCESSING**

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment

documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank



and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for AGENCY review. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

### **ARTICLE III – WEB SITE**

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive,” for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: User ID's & passwords will be assigned to the AGENCY at no cost.

### **ARTICLE IV - GENERAL**

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.



4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information and data, including but not limited to computer tapes, discs or files furnished or prepared by the COMPANY or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: COMPANY understands that AGENCY is a public entity subject to Idaho public records laws. In the event of a request for public records that may be inclusive of CONFIDENTIAL DATA, AGENCY will notify COMPANY of the request and AGENCY'S intent to disclose or claim as exempt from disclosure. In the event that AGENCY notices of intent to disclose and COMPANY objects and asserts an exemption leading to nondisclosure, COMPANY will assume all responsibilities and liabilities associated with any subsequent public records lawsuit or legal action tied to the request.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are



reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations for the current year plus two (2) years, at which time they will be returned to AGENCY or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

## **ARTICLE V – ADDITIONAL SERVICES**

5. 1 Delinquent Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.
- B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the



postal rate increase goes into effect.

## **ARTICLE VI - REPORTS**

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

## **ARTICLE VII – TERM OF CONTRACT AND COSTS**

7.1 Terms and Renewals: This Agreement shall be for three (3) years with renewal options for additional one-year terms. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term. This Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon one-hundred twenty (120) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.



7.4 Costs: Please see Cost Proposal in Exhibit A for all associated costs.

## **ARTICLE VIII – CLAIMS AND ACTIONS**

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

## **ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS**

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

## **ARTICLE X - INDEPENDENT COMPANY**

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.



## **ARTICLE XI – INSURANCE**

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than one million (\$1,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not
- B) contributing with insurance provided under said policy.
- C) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- D) Proof of Professional Liability/Malpractice/Errors and Omissions insurance as appropriate will also be provided in the amount of \$1,000,000.
- E) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

## **ARTICLE XII – SECURITY PROVISIONS**

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.



- C) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.
- D) Either Party must inform the Other Party of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by CONTRACTOR must receive annual training on permissible use of state agency information.
- B) All AGENCY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.
- C) All AGENCY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
- D) Either Party must inform the Other Party within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.



- E) AGENCY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.
- I) AGENCY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- J) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

### **ARTICLE XIII – ENTIRE AGREEMENT**

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of Idaho.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



AS TO THE AGENCY:

**THE CITY OF KETCHUM  
PO BOX 2315  
191 5<sup>TH</sup> STREET WEST  
KETCHUM, IDAHO 83340**

AS TO THE COMPANY:

**DATA TICKET, INC.  
A CALIFORNIA CORPORATION  
2603 MAIN STREET, SUITE 300  
IRVINE, CALIFORNIA 92614**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: **THE CITY OF KETCHUM, IDAHO** COMPANY: **DATA TICKET, INC.**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_