

PROFESSIONAL SERVICE AGREEMENT

for

CITATION PROCESSING SERVICES

(PARKING, ADMINISTRATIVE AND CIVIL PENALTY)

between

COUNTY OF RIVERSIDE

and

DATA TICKET, INC.



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This Agreement is made and entered into this ____ day of _____, 2022, by and between DATA TICKET, INC., a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2022 (herein referred to as "Effective Date") and continues in effect through June 30, 2025, with the option to renew for two (2) additional one (1) year periods by a written amendment signed by the authorized representatives of both parties for a final completion date of June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed fifty thousand dollars (\$50,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted

amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Transportation and Land Management Agency -Code Department
Attn: Fiscal Services, 14th Floor
4080 Lemon Street
Riverside, CA 92501
and email the and duplicate copies to Code_Receipts@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-96258-4179-6/27); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In

the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, and have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad

faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency

4080 Lemon Street, 14th Floor

Riverside, CA 92501

Attn: Procurement

CONTRACTOR

Data Ticket, Inc.

2603 Main Street, Suite 300

Irvine, CA 92614

Attn: Brook Westcott

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the

State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Monica Rossow
Procurement Contract Specialist

Dated: 7/19/22

DATA TICKET INC., a California corporation

By: 
Brook Westcott
CFO

Dated: 7/6/2022

APPROVED AS TO FORM:
County Counsel

By: 
Danielle Maland
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR shall receive and process Administrative Citations, Parking Citations and notices of delinquent citation penalties, otherwise known as "citations "and "delinquent citations", for illegal parking and administrative citations within the territorial jurisdiction of the County of Riverside. CONTRACTOR will collect and process penalties for violations, late payment penalties, and administrative fees and other related charges, pursuant to the laws of the State of California and the ordinances and resolutions of the County of Riverside. CONTRACTOR shall maintain appropriate access and account(s) with the Department of Motor Vehicles (DMV), including required information security agreements.

All necessary services, equipment, reports, etc. must comply with all applicable codes and ordinances.

1.0 CONTRACTOR shall perform the following services:

- 1.0.1 Deliver delinquent citations to registered owner(s) of vehicle(s) or property owner if payment of penalty is not received by the date fixed on the citation.
- 1.0.2 Deposit all penalties, administrative fees, process service fees and collection costs related to civil debt collections into an account in the name of the County of Riverside within a financial institution and branch, or as designated by the COUNTY. Receive payments through the mail from or on behalf of vehicle/property owners, and or persons otherwise responsible for payment of citation(s). All such money collected, prior to its deposit, shall be the property of the COUNTY; and upon deposit, the property rights in such money shall be in accordance with the applicable agreement between the COUNTY and the depository institution.
- 1.0.3 Prepare an audit report at the end of each fiscal year (June 30), setting forth the number of cases processed and all sums received and distributed.
- 1.0.4 CONTRACTOR to provide a monthly report of complaints in order that the COUNTY can investigate and resolve complaints by the motorists.

2.0 Citation Processing

CONTRACTOR shall

- 2.0.1 Process and collect all revenue from parking, administrative citations and administrative civil penalties.
- 2.0.2 Process all hand-written and automated citations.
- 2.0.3 Process and collect all proceeds from non-sufficient fund checks.
- 2.0.4 Provide toll free telephone service for violators and/or for COUNTY personnel inquiries.
- 2.0.5 Perform all administrative review when requested by the cited party.
- 2.0.6 Process Department of Motor Vehicles (DMV) holds on parking citations for non-payment and update violator records and provide accounting status for all holds.
- 2.0.7 Provide management reports to include: status of citations, verification of deposits,

- analysis by citation type, disposition of citations, pending actions, habitual offender status, citations that were written by officer and other pertinent information.
- 2.0.8 Perform all data entry requirements.
 - 2.0.9 Specify and provide any equipment necessary to implement proposal (computers, modems printers, etc.) and how provided.
 - 2.0.10 Specify and provide training for automated equipment or system processing that may be required.
 - 2.0.11 Provide for any required dedicated phone lines and cost of phone time, if charged to COUNTY.
 - 2.0.12 Provide all automated ticket writing and processing equipment or list equipment required and any related COUNTY responsibilities relating to usage, maintenance or site preparation required. All automated equipment provided under this RFP shall be new state-of-the art equipment unless otherwise specifically stated. COUNTY is currently handwriting citations.
 - 2.0.13 Maintenance costs associated with any required equipment is to be included in the ticket processing costs.
 - 2.0.14 Report and distribute any citation proceeds for any COUNTY and/or State distribution requirements or mandates.
 - 2.0.15 Collect, process and report credit card payments made by violators.
 - 2.0.16 Collect and report status of all installment payments to include amounts owed, amounts collected and outstanding balances due by violation by date(s).
 - 2.0.17 Provide for online internet access to customer database regarding citations in process, to post Walk in payments, to determine citation status by violator, or in total paid violations, outstanding uncollected violations, DMV holds, DMV releases and amounts due.
 - 2.0.18 Provide for local post office box receipt for daily payments at CONTRACTOR's cost.
 - 2.0.19 Make daily deposits into COUNTY account. CONTRACTOR must prepare daily COUNTY deposit slips for distribution collected.
 - 2.0.20 Provide for daily courier pick up of payments from P.O.Box or lock box.
 - 2.0.21 Develop process, coordinate and provide for change over for citations in process, paid citations, DMV holds and fines collected or any other transition activities from the current CONTRACTOR.
 - 2.0.22 Other actions and/or services associated with citation issuance and payment process.
 - 2.0.23 Other related actions and/or services offered that are not necessarily required by above legislation.
 - 2.0.24 Charge, collect, and remit for any COUNTY or CONTRACTOR "Non-Sufficient Funds"(NSF) fees/charges.
 - 2.0.25 Reconcile and provide monthly reporting for total of funds collected, distributed and remitted to COUNTY monthly with related reconciliation status on all citation activity for the month.

- 2.0.26 Provide all costs for CONTRACTOR personnel, supplies and/or equipment required to support processing system.
- 2.0.27 Provide costs associated with any of the above processing services, forms, or activities to be billed to COUNTY.
- 2.0.28 Provide for COUNTY citation dismissal processing prior to citation transfer for payment processing.
- 2.0.29 Provide for online internet access to customer database regarding citations in process, to post walk-in payments, to determine citation status by violator, or in total paid violations, outstanding uncollected violations, and payments received through the Franchise Tax Board's (FTB) interagency Intercept Program.
- 2.0.30 Within 15 days of a request, by mail or in person, the processing agency shall mail or otherwise provide to any person who has received a notice of delinquent parking violation, or his or her agent, a photographic copy of the original notice of parking violation or an electronically produced facsimile of the original notice of parking violation.

3.0 Referral and Reconciliation

- 3.0.1 CONTRACTOR's obligation to perform services applies to all hard copy citations, which the COUNTY delivers to the CONTRACTOR in a single batch each week. CONTRACTOR shall update citation information to a master file and shall provide the COUNTY with a weekly reconciliation of the number of citations updated to the master file and the number of hard copy citations delivered to the CONTRACTOR.

**EXHIBIT B
PAYMENT PROVISIONS**

B.1 PRICING COSTS

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with the terms of this Agreement according to the details attached hereto and incorporated herein by this reference.

Item Description	UNIT	COST
Parking Citations	EACH	\$0.58 Manual
		\$0.50 Electronic
1 Notice-Parking (Applies to Parking Citations only)	EACH	\$0.76
Administrative Citations	EACH	Manual \$15.00 upfront inclusive fee or \$10.00 each instance
		Electronic \$10.00 upfront inclusive fee or \$5.00 each instance
Appeal Scheduling	EACH	NO CHARGE
Hearing Officer	PER HOUR (no minimum)	\$85.00
Access to web hue system	EACH	NO CHARGE (unlimited users)
Franchise Tax Board Processing - Social Security Search Look-up	EACH	\$2.00 one-time charge per unique Social Number
Percentage of FTB collections kept	PERCENTAGE	15%
Percentage of Out of State collection kept	PERCENTAGE	24%
Percentage of delinquent collections	PERCENTAGE	23%
Correspondence charges	EACH	\$0.85
Advanced Collections Legal Action Not Required	PERCENTAGE	30% of paid amount

B.2 FEE DESCRIPTION:**I. Administrative Citation Processing**

Manual and Electronic Administrative Citation Processing: (Manual \$15.00 upfront inclusive fee or \$10.00 each instance Electronic \$10.00 upfront inclusive fee or \$5.00 each instance)

Services for the above-mentioned items include:

- Data entry of manually written citations performed within 48 hours of receipt

- Quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations
- Electronic transfer of all electronically written citations, recordings, videos and photographs
- Assessed at Citation Date + 60 Days

1. 1st Notice Cost: Included

Services for the above-mentioned item include:

- Semi-custom Notice that is printed on an 8 ½ x 11” piece of paper with a perforated tear-of payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This charge is only incurred if the individual does not pay within 90 days

2. Delinquent Collections: Included

- This fee will be assessed when a citation is sixty (60) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the COUNTY
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11” sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If CONTRACTOR does not collect on a citation that is delinquent, the COUNTY does not owe this fee
- Notices will be sent via 1st Class Mail, and CONTRACTOR will be responsible for the cost incurred and all customer service and payment entry

3. Franchise Tax Board Processing: SSN Look-up (\$2.00 per unique SSN)

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- **This charge is charged per unique SSN, not per citation**

4. FTB Collections 15% of paid amount

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- CONTRACTOR will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail at no additional cost to the COUNTY
- All notices are attached to the citation online and are viewable via the web
- **CONTRACTOR will pay for the COUNTY's cost to participate in the FTB program;** annually, FTB will send an invoice to the COUNTY for the number of debts placed at FTB; the COUNTY will simply provide this invoice to CONTRACTOR and CONTRACTOR will pay it in full
- **If CONTRACTOR does not collect on a citation that is at FTB, the COUNTY does not owe the collection fee**

5. Advanced Collections (Optional, 30% of paid amount)

- This fee is charged if a citation is paid at Advanced Collections
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at Advanced Collections, only the 23% of revenue collected will be charged

6. 2nd Level Hearing Hold, Scanning and Scheduling of Hearing (Optional, \$0.50 per citation)

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, CONTRACTOR's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the COUNTY's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the COUNTY will have the option to proceed as though the request was received within the timeframe or it may elect to have CONTRACTOR send a "time expired letter" rejecting the appeal
- CONTRACTOR will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the COUNTY's schedule

8. 2nd Level Hearing Schedule & Disposition Letters Included

- CONTRACTOR will send a custom disposition letter to the Appellant via 1st Class Mail

- **All letters are attached to the citation online and are viewable via the web**
- Disposition letters will be sent Monday – Friday

9. 2nd Level Hearing Disposition Included

- CONTRACTOR's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the COUNTY, Appellant and CONTRACTOR
- Hearings will be scheduled
- The COUNTY will incur costs associated with mileage as defined by Federal guidelines
- CONTRACTOR will work with the COUNTY to arrange for the use of a conference room at an COUNTY location or the COUNTY may elect to have citations heard at a centralized location within the County of Riverside

10. Joint / Escrow Banking Services (Optional) \$100.00 per month Services for the above-mentioned item include:

- Daily deposits of funds to the COUNTY's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Payment of CONTRACTOR's invoice
- Disbursement of the net remittance to the COUNTY
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The COUNTY will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
- Refunds verified and issued weekly

11. Online Access for the COUNTY's Customers: Included

The COUNTY's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data

- Pay for a single or many citation(s)
- Request a Hearing online and attach up to 3 supporting documents
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the COUNTY allows)

12. Online Access for the COUNTY's Staff: Included

Access to the COUNTY's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **CONTRACTOR does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to CONTRACTOR.**

Our Solution is setup to maintain a complete audit trail for each transaction in the system so that the **username is displayed next to every transaction in the system, indicating who performed the transaction and when.**

Dependent on the access rights provided to each COUNTY Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Charge-backs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, location, comments, and others
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the COUNTY via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without responsible party information

13. Reporting: Included

- CONTRACTOR offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and **because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the COUNTY is a Client.**
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- Report Generator capabilities that provide COUNTY Personnel with the ability to create, save, share and print custom reports at any time for any time frame.
- If the COUNTY were to request a report that was not already available, CONTRACTOR would work with the COUNTY to design the report and provide it to the COUNTY at no cost.

14. Manual Payment Processing: Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

15. Charge-backs and NSF's Included

- CONTRACTOR will process credit card charge-backs and NSFs when notified of each occurrence if COUNTY is not an escrow account holder
- Once processed, CONTRACTOR will send a custom letter to the individual detailing the returned item and the amount due on the citation

16. Refunds Included

- CONTRACTOR will process refunds when notified of each by the COUNTY
- In the event the COUNTY utilizes Joint Banking, CONTRACTOR will verify, generate and send each refund due

- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

17. Customer Service: Included

- CONTRACTOR provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the COUNTY at any time for review**
- CONTRACTOR's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

18. Web Presence: Included

- CONTRACTOR's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not COUNTY branded. This website allows for the COUNTY and the COUNTY's Customers to access citations online
- **If the COUNTY prefers an COUNTY branded website, one in which the look and feel mimics that of the COUNTY's website, CONTRACTOR can and will provide this feature to the COUNTY**

19. Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the agreement.

II. Parking Citation Processing

Below are a detailed description of the services offered by CONTRACTOR.

1. Manual Parking Citation Processing: \$0.58

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

2. Electronic Parking Citation Processing: \$0.50

Services for the above-mentioned items include:

- Automated citation transmission into CONTRACTOR's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

3. 1 Notice - Parking: \$0.76

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-of payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- **This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result**

4. Out-of-State Collections: 24% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- CONTRACTOR is a recognized Strategic Partner with NLETs and we are currently utilizing the COUNTY's and our ORI
- **This fee is not combined with any other contingency fee.** For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- **If CONTRACTOR does not collect on a citation that is issued to an out of state plate, the COUNTY does not owe this fee.**

5. Delinquent Collections: 23% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the COUNTY
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment

- All notices are attached to the citation online and are viewable via the web
- **If CONTRACTOR does not collect on a citation that is delinquent, the COUNTY does not owe this fee**
- Notices will be sent via 1st Class Mail, and CONTRACTOR will be responsible for the cost incurred and all customer service and payment entry
- **If the COUNTY prefers to continue with its current processing timeline and not use Delinquent Collections, we have provided a cost of \$0.76 per notice for each 2nd notice sent.**

6. Franchise Tax Board Processing

SSN Look-up: \$2.00 per SSN

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- **This charge is charged per unique SSN, not per citation**

7. FTB Collections: 15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- CONTRACTOR will send an FTB Notice to the Customer as required by the Interagency Intercept Program; **this notice will be sent via 1st Class Mail and will be sent at no cost to the COUNTY**
- **All notices are attached to the citation online and are viewable via the web**
- **CONTRACTOR will pay for the COUNTY's cost to participate in the FTB program;** annually, FTB will send an invoice to the COUNTY for the number of debts placed at FTB; the COUNTY will simply provide this invoice to CONTRACTOR and CONTRACTOR will pay it in full
- **If CONTRACTOR does not collect on a citation that is at FTB, the COUNTY does not owe the collection fee**

8. Adjudication:

A. 1st Level Hold & Scanning of Review Request (Optional) \$0.50 per citation

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request received within the required timeframe

- If the request was received within the required timeframe, CONTRACTOR's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the COUNTY's Staff
- If the request is received outside the required timeframe, the COUNTY will have the option to proceed as though the request was received within the timeframe or it may elect to have CONTRACTOR send a "time expired letter" rejecting the appeal

B. Disposition and Schedule Letters \$0.85 per letter

- CONTRACTOR will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web

C. 2nd Level Hearing Hold, Scanning and Scheduling of Hearing \$0.50 per citation (Optional)

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, CONTRACTOR's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the COUNTY's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the COUNTY will have the option to proceed as though the request was received within the timeframe or it may elect to have CONTRACTOR send a "time expired letter" rejecting the appeal
- CONTRACTOR will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the COUNTY's schedule

D. 2nd Level Hearings Performed (Optional)\$85.00 per hour

- CONTRACTOR's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the COUNTY, Appellant and CONTRACTOR
- Hearings will be scheduled
- The COUNTY will incur costs associated with mileage as defined by Federal guidelines

- CONTRACTOR will work with the COUNTY to arrange for the use of a conference room at an COUNTY location or the COUNTY may elect to have citations heard at a centralized location within the COUNTY

9. Acceptance and Scanning of Indigent Payment Plan Requests (Optional)

(Approval/Denial by CONTRACTOR) \$5.00 per request

OR

Accepting and Scanning of Indigent Payment Plan Requests

(Approval/Denial by COUNTY) \$2.00 per request

AND

Indigent Payment Plan/Denial Letters \$0.85 per letter

10. Joint / Escrow Banking Services (Optional) \$100.00 per month Services for the above-mentioned item include:

- Daily deposits of funds to the COUNTY's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card chargebacks and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of COUNTY / State Surcharges at month-end
- Payment of CONTRACTOR's invoice
- Disbursement of the net remittance to the COUNTY
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The COUNTY will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

11. Charge-backs and NSF's (Optional) \$3.50 per issued instance

- CONTRACTOR will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, CONTRACTOR will send a custom letter to the individual detailing the returned item and the amount due on the citation

12. Refunds (Optional) \$3.50 per issued instance

- CONTRACTOR will process refunds when notified by the COUNTY

- In the event the COUNTY utilizes Joint Banking, CONTRACTOR will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

13. Services Included in the Above Costs:

A. Online Access for the COUNTY's Customers: Included

The COUNTY's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the COUNTY allows)

B. Online Access for the COUNTY's Staff: Included

Access to the COUNTY's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **CONTRACTOR does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to CONTRACTOR.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each COUNTY Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Chargebacks and Refunds

- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the COUNTY via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

C. Reporting: Included

- CONTRACTOR offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available if the COUNTY is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the COUNTY were to request a report that was not already available using the standard reports or report generator, CONTRACTOR would work with the COUNTY to design the report and provide it to the COUNTY at no cost.

D. Manual Payment Processing: Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department

- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

E. Registered Owner Information: Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is **same day**
- Registered owner information for all citations issued on out of state license plates
- CONTRACTOR is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide real-time through NLETs service**
- Access to this system requires the use of the COUNTY's ORI for tracking purposes only; CONTRACTOR will utilize its own ORI for actually acquiring the out of state RO data

F. CA DMV Holds and Releases: Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

G. Customer Service: Included

- CONTRACTOR provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the COUNTY at any time for review**
- CONTRACTOR's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

H. Web Presence: Included

- CONTRACTOR's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not COUNTY branded. **This website allows for the COUNTY and the COUNTY's Customers to access citations online**

- If the COUNTY prefers an COUNTY branded website, one in which the look and feel mimics that of the COUNTY’s website, CONTRACTOR can and will provide this feature to the COUNTY.

14. Cost Increases:

- **Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.
- **CPI Increases** – *There will be NO CPI increases for the duration of the agreement.*

III. Detailed Android Pricing (Optional)

- CONTRACTOR has provided the following handheld unit pricing for a purchase option. If the COUNTY is interested in lease prices we are happy to provide that as an option.

Item	N5 Print	Samsung A52 Plus w/ TSC 3” Printer
Purchase Price	\$3,000.00	\$1,300.00

IV. HANDHELD LICENSING AND SUPPORT COSTS

- 1. Handheld Software License Fee** **\$150.00 per unit per year, 1st year only**
\$125.00 per unit per year, 2nd and subsequent years

This fee is for the software application and all enhancements.

- 2. Support \$25.00 per month per unit**

Support includes full repair or replacement of any units which fail to perform. There is no deductible charged.

- 3. Training No Charge**

Onsite training at the COUNTY’s preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the COUNTY’s requirements.

- 4. Ticket Stock to be Quoted based on Quantity**

Ticket stock pricing may vary depending on the quantity, coloring, artwork, and set up fee if applicable. We would be happy to supply pricing upon request.

- 5. Wireless Services Actual Cost**

If the COUNTY elects to utilize a wireless data plan by which to transmit citations, CONTRACTOR will pass the cost of the data plan directly from the wireless vendor.