

## **EXHIBIT "D"**

### **Payment Schedule (Hourly Payment)**

#### **A. Hourly Rate**

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

**"SEE ATTACHED EXHIBIT D"**

#### **B. Travel Charges for time during travel are not reimbursable.**

#### **C. Billing**

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought

into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

# EXHIBIT D

**Data Ticket, Inc.**  
2603 Main Street, Suite 200  
Irvine, CA 92614

**City of Huntington Beach**  
Response to RFP for  
Parking Citation Processing

Description of Cost	Cost
Flat rate per notice of parking violation issued and electronically transferred	\$0.20
Flat rate per notice of parking violation issued and manually processed	\$0.35
Fee for out-of-state processing / collections	23%
Administration of adjudication process:	
Place hold & scan all received documentation	\$1.00
Generate and send each adjudication letter	\$0.75*
Notices and Miscellaneous Letters / Correspondence	\$0.75*
Delinquent Collections	23%
FTB SSN Request / FTB Collections	\$1.00 / 15% of Collections
AB503 Payment Plans	\$5.00 if DTI reviews / approves \$2.00 if city reviews / approves
Handheld Units:	
Cost to purchase handheld ticket writer / printer	\$1,200.00/Unit
Annual Software License	\$150.00/Unit
Monthly maintenance / repair / replacement with \$0.00 deductible	\$20.00/Unit
Optional Hearing Officer Services	\$85.00/hour

All costs related to sending correspondence / letters is inclusive of the cost of first-class mail. In the event the USPS increases the current rate of first-class postage, the cost of these items will increase by the amount increased.

An administrative fee will be charged to a customer paying via credit / debit card that is equal to \$3.50. This fee will not be charged to the city.

Ticket stock and envelopes will be quoted based on quantity requested.

Data plans associated with handheld ticket writers will be treated as a straight pass-thru from the selected provider.

Payment plan fees will be assessed to the customer if a non-indigent payment plan is implemented.

# EXHIBIT D

**Data Ticket, Inc.**  
2603 Main Street, Suite 200  
Irvine, CA 92614

**City of Huntington Beach**  
**Parking Permit Solution Proposal**  
September 2021

## : PARKING PERMIT ISSUANCE AND PROCESSING

**Annual Fee for Permit Management Solution: \$5,000.00**

Data Ticket's Online Permit Management Solution will be 100% Customized to meet the requirements of the city. This fee includes the coverage of all website maintenance issues and allows for all necessary City staff users to have access at no additional charge.

**Sending of Physical Permits (Optional): \$3.50 per Letter**

This feature is an option service the city may elect to utilize. This service includes Data Ticket Personnel assigning the permit to the appropriate account. The permit will be placed in a window envelope with a customized letter detailing the terms of use. This cost includes 1<sup>st</sup> Class Postage. Of course, if the city elects to handle this process, there is no charge.

The city will be responsible for assigning, processing, and distributing permits and will not take advantage of this feature at this time. However, the City may revisit this option as needs are assessed.

**Sending of Custom Letters (Optional): \$1.00 per Letter**

At the City's request, Data Ticket will send additional, custom letters to the City's permit applicants. This cost includes 1<sup>st</sup> Class Postage.

The city has no immediate need for this option, but understands there is a fee if this option is exercised.

**Sending of Custom Email Blasts (Optional): \$.25 per email address**

At the City's request, Data Ticket will send custom email blasts to the City's permit applicants.

The city shall have access to all email addresses input in the Data Ticket permitting system and shall retain the right to email individual customers at no cost. The city understands there is a fee for email blasts.

**Permit Data Conversion: Included**

Data Ticket will convert the permit data currently at no cost to the Agency

**Physical Permits (Optional): TBQ**

Data Ticket will work with the city should the city wish to order Permits via Data Ticket's sources

At this time, the city will procure physical permits. This may be revisited later.

**Data Ticket, Inc.**  
2603 Main Street, Suite 200  
Irvine, CA 92614

**City of Huntington Beach**  
Parking Permit Solution Proposal  
September 2021

**Refunds (Optional):** **\$5.00 per refund**  
For agencies that opt in for an Escrow Banking / In Trust account, Data Ticket will issue refunds reviewed and approved according to business rules. Refunds will be issued weekly and sent via 1<sup>st</sup> Class Mail.

Deposits shall be made electronically directly to the City provided bank account at the beginning of each month.

**Credit Card Chargebacks:** **\$30.00 per chargeback**  
Individuals who initiate a credit card chargeback will be assessed a \$30.00 chargeback fee. This fee will not be assessed to the city.

Data Ticket will follow California Civil Code regarding chargeback fees

An administrative fee will be charged to a customer paying via credit / debit card that is equal to \$3.50 per transaction, regardless of the number of permits purchased. This fee will not be charged to the city.

Data Ticket shall withhold all administrative fees collected from customers paying via credit/debit card and deposit the remaining funds into the City provided bank account electronically. A report reconciling these fees shall be produced by Data Ticket and submitted to the City Finance Department with each deposit. Funds collected shall be deposited within one week after the close of the previous month, credit card deposits will be provided one (1) month in arrears directly to the City's bank account.