

**AGREEMENT FOR PROCESSING
OF PARKING AND ADMINISTRATIVE CITATIONS**

This Agreement is entered into by and between **Turbo Data Systems, Inc. (TDS)**, a California Corporation, and the **City of Manhattan Beach**, (hereinafter "Customer").

Whereas, TDS and the Customer desire to enter into an agreement whereby TDS will process parking citations and administrative citations for the Customer pursuant to the terms and conditions set forth herein.

In consideration of the mutual covenants, conditions, representations and warranties contained herein the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for TDS to process parking citations for the Customer in a timely manner.
2. **SCOPE OF SERVICES.** When and as directed by the Customer, TDS shall perform the following services in processing all parking citations:

See Attached EXHIBIT A – SCOPE OF SERVICES

3. **TERM.** This agreement shall become effective for a period of five years, starting May 1, 2022, through March 31, 2027.
4. **CONSIDERATION.** In consideration for services performed by TDS as provided in this agreement, Customer shall pay TDS pursuant to the terms set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference.
5. **PAYMENT OF FEES.** Charges determined on the basis set forth in Exhibit "B" – PRICING, which is attached hereto and incorporated herein by this reference, shall be billed on a monthly basis in arrears and payment therefore shall be made within fifteen (15) days after submission of each separate invoice. Customer reserves the right to withhold payment if Customer determines that the quantity or quality of the work performed is unacceptable. In the event that the Customer makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Customer at the time of contract termination or expiration.
6. **ACCOUNTING AND MAINTENANCE OF RECORDS.** Records of the citations processed by TDS shall be available for examination by the Customer or its authorized representative(s) at a time agreeable to the Customer and TDS within one week following a request by the Customer to examine such records. TDS shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by Customer that relate to the performance of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. TDS shall provide free access to Customer, its designees and representatives at reasonable times, and shall allow Customer to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and

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activities related to this agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment. Any and all cloud based storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. Unless waived by Customer, all data storage shall be provided solely within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to Customer promptly upon request. In the event Customer gives Contractor written notice of a "litigation hold", or request for documents under the California Public Records Act (Gov. Code § 6250 et seq.), then as to all data identified in such notice, Contractor shall, at no additional cost to Customer, isolate and preserve all such data pending receipt of further direction from Customer.

7. **TIME OF PERFORMANCE.** Time is of the essence, and TDS shall perform the services required by this agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this agreement as set forth in Sections 1 and 2.

8. **INDEPENDENT CONTRACTOR.** At all times during the term of this agreement, TDS shall be an independent contractor and shall not be an employee of the Customer. The Customer shall have the right to control TDS only insofar as the results of TDS's services rendered pursuant to this agreement; however, Customer shall not have the right to control the means by which TDS accomplishes the services rendered pursuant to this agreement. TDS shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Customer.

9. **FACILITIES AND EQUIPMENT.** TDS shall, at its own cost and expense, provide all facilities and equipment that may be required for performance of the services required by this agreement.

10. **INDEMNIFICATION BY TDS.** TDS agrees to defend, indemnify, hold free and harmless the Customer, its elected officials, officers, agents and employees, at TDS's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Customer, its elected officials, officers, agents and employees arising out of the performance of TDS, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement including any claims, actions, suits or other legal proceedings arising out of or relating to the intellectual property used in the work undertaken pursuant to this Agreement allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by TDS, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of TDS, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Customer, its elected officials, officers, agents and employees based upon the work performed by TDS, its employees, and/or authorized subcontractors under this Agreement,

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whether or not TDS, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, TDS shall not be liable for the defense or indemnification of the Customer for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the Customer. This provision shall supersede and replace all other indemnity provisions contained either in the Customer's specifications or contractor's proposal, which shall be of no force and effect. This provision shall survive the termination or expiration of the agreement.

11. INDEMNIFICATION BY CUSTOMER. TDS shall use due care in processing work of the Customer. Any errors shall be corrected by TDS at no additional charge to the Customer. TDS shall be entitled to reimbursement from the Customer for any expenses incurred by TDS for the correction of any erroneous information provided by the Customer and TDS shall not be responsible for Customers' losses and expenses resulting from erroneous source materials provided by the Customer. Neither party shall be liable to the other for any indirect or consequential losses or damages resulting from any errors within the scope of this Section 11.

12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this agreement, TDS shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

13. AGENCY. Except as Customer may specify in writing TDS shall have no authority, expressed or implied, to act on behalf of the Customer in any capacity whatsoever as an agent. TDS shall have no authority, expressed or implied, pursuant to this agreement to bind Customer to any obligation whatsoever.

14. CHANGES IN LAW. Should there be any changes in the law applicable to the processing of parking citations which would require material changes in the method of the processing as contemplated in this agreement, or materially reduce or eliminate the amount of revenue received by the Customer from parking citations, this agreement shall terminate on the date such law becomes effective, provided either party gives sixty (60) days' notice of termination. Any changes in the processing of parking violations as a result of changes in the law or DMV regulations affecting such violations, which do not materially add to the cost of processing such citations by TDS shall be implemented by TDS at the request of the Customer, provided however, that the cost of such implementation does not exceed the fee paid to TDS for performing such services. If any such change results in the cost of processing citations exceeding the amounts provided for in Section 4 and the Customer declines to amend this agreement to provide for the payment of such increased costs, the agreement shall terminate as of the effective date of the change in the law or regulations.

15. OWNERSHIP OF SOFTWARE. Customer acknowledges that the software and software programs used by the Customer or used for the Customer's benefit which were developed by

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20. EXTENT OF AGREEMENT. This agreement represents the entire and integrated agreement between Customer and TDS and supersedes any and all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Customer and TDS. This agreement may only be assigned with the express written consent of each of the parties hereto. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which remain in full force and effect.

21. LITIGATION COSTS. If any legal action or any other proceeding is brought to enforce the terms of this agreement, or because of an alleged dispute, breach, or misrepresentation in the connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, including the costs of appeal in addition to any other relief to which it or they may be entitled.

22. EMPLOYEE BOND INSURANCE. At all times during the term of this Agreement TDS shall keep in effect a \$250,000 blanket employee fidelity bond.

23. CONFLICTS OF INTEREST. TDS and its officers, employees, associates and subcontractors, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to TDS's services under this agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this agreement, TDS may perform similar services for other clients, but TDS and its officers, employees, associates and subcontractors shall not, without the Customer representative's prior written approval, perform work for another person or entity for whom TDS is not currently performing work that would require TDS or one of its officers, employees, associates or subcontractors to abstain from a decision under this agreement pursuant to a conflict of interest statute.

24. INSURANCE REQUIREMENTS.

A. Minimum Scope and Limits of Insurance. TDS shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If TDS is a limited liability company, the commercial general liability coverage shall be amended so that TDS and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If TDS does not use any owned, non-owned or hired vehicles in the performance of Services under this

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Agreement, TDS shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If TDS has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but TDS shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Customer and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Customer. Any insurance or self-insurance maintained by Customer, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of TDS's insurance and shall not contribute with it.

E. TDS's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit TDS and TDS's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. TDS hereby waives all rights of subrogation against Customer.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Customer. At Customer's option, TDS shall either reduce or eliminate the deductibles or self-insured retentions with respect to Customer, or TDS shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. TDS shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Customer. If any insurance policy required under this Section is canceled or reduced in coverage or limits, TDS shall, within two business days of notice from the insurer, phone, fax or notify Customer via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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H. Customer Remedy for Noncompliance. If TDS does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of TDS's policies do not comply with the requirements under this Section, Customer may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Customer may, but has no duty to, take out the necessary insurance and pay, at TDS's expense, the premium thereon. TDS shall promptly reimburse Customer for any premium paid by Customer or Customer may withhold amounts sufficient to pay the premiums from payments due to TDS.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, TDS shall furnish Customer's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Customer's approval. TDS may provide complete, certified copies of all required insurance policies to Customer. TDS shall maintain current endorsements on file with Customer's Risk Manager. TDS shall provide proof to Customer's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. TDS shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by TDS shall not be construed as a limitation of TDS's liability or as full performance of TDS's duty to indemnify Customer under Section 13 of this Agreement.

K. Broader Coverage/Higher Limits. If TDS maintains broader coverage and/or higher limits than the minimums required above, Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by TDS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

L. Subcontractor Insurance Requirements. TDS shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

25. COMPLIANCE WITH ALL LAWS. TDS shall keep itself informed of all applicable federal, state and local laws, ordinances, codes, regulations and requirements which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this agreement. TDS shall, at all times, observe and comply with all such laws and regulations, including, but not limited to the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., California Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq. and all applicable Payment Card Industry Data Security Standards (PCI-DSS).

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26. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this agreement, TDS shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. TDS will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

27. **NO THIRD PARTY BENEFICIARIES INTENDED.** This agreement is made solely for the benefit of the parties to this agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this agreement.

28. **GOVERNING LAW AND CHOICE OF FORUM.** This agreement, and any dispute arising from the relationship between the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this agreement. Any dispute that arises under or relates to this agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

29. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by TDS of the final payment made under this agreement shall operate as and be a release of Customer from all claims and liabilities for compensation to TDS for anything done, furnished or relating to TDS's work or services. Acceptance of payment shall be any negotiation of Customer's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Customer shall not constitute, nor be deemed, a release of the responsibility and liability of TDS, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Customer for any defect or error in the work prepared by TDS, its employees, subcontractors and agents.

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30. EFFECTIVE DATE OF THIS AGREEMENT. This agreement, made in duplicate, shall be effective from and after May 3, 2022.

Executed on May 3, 2022.

CITY OF MANHATTAN BEACH
a California municipal corporation
City Manager

CITY OF MANHATTAN BEACH
a California municipal corporation
Finance Director

DocuSigned by:
Steve S Charlian, Finance Director

4725/2022

APPROVED AS TO FORM
CITY OF MANHATTAN BEACH
a California municipal corporation
City Attorney

DocuSigned by:
Quinn Barrow, City Attorney

4725/2022

ATTEST
CITY OF MANHATTAN BEACH
a California municipal corporation
City Clerk

TURBO DATA SYSTEMS, INC.

DocuSigned by:
Roberta J Rosen

A9FB0647AEC24CF...
By: Roberta J. Rosen
President

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**EXHIBIT "A"
SCOPE OF SERVICES**

TDS shall perform the following services in processing all **parking citations**:

- A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Customer’s database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

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- G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.
- K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable non-judicial public inquiries by phone and mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account using check scanning (remote deposit)
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide weekly reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report for Customer to make surcharge payments to the County
 - Check scanning hardware and software is provided by Customer for its specific banking requirements.
 - Financial institutions may charge a fee for remote deposits, which is the responsibility of the Customer.
 - Customers not set up for bank check scanning will incur additional courier fees.

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- L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. Requests for registered owner information will be sent to the appropriate out-of-state DMV using TDS' affiliation with NLETS. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees. Customer will complete NLETS authorization forms as required to participate in NLETS services.
- M. **Pticket.com** – pticket.com will provide a customized agency-specific interface for the public to view information about citations and appeals, make citation payments and obtain all related information about the citation process. The pticket.com website is owned by TDS and TDS is responsible for all content.
- N. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments using Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled daily and monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with an ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any chargebacks to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and the citation will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- O. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents

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regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information is entered into the system and linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses, and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.

- P. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.
- Q. **Online Inquiry Access for Customers' Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.
- R. **Additional Notices**– TDS will mail **Other Correspondence** as required for processing.
- S. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- T. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the

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

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

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TDS shall perform the following services in processing all **Administrative Citations**:

- A. **Basic Processing** – TDS will enter manual citations including the name and address of the responsible party from the citation and citation dispositions into Customer’s database within 2 business days. The basic service includes database maintenance, daily system backups, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- C. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- D. **Notice Processing** - Print the required Notice and mail to each responsible party within a pre-determined number of days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and address changes. The notice date shall be delayed if there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.
- E. **Delivery Service** – Manual citations will be mailed or **scanned** to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via US Mail.
- F. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
 - Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable public inquiries by phone and/or mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account
 - Verify amounts deposited, by citation number

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- G. **Web Payment System - Payment by Credit Card** - Through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The system authorizes each transaction while the customer is online. Customers are given an email confirmation to confirm their charge. The pticket.com web payment system automatically updates the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to the merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to further collections. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- H. **Online Inquiry Access for Customers' Staff** - TicketPROWeb Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, and view daily deposits made by TDS. TDS' technical staff will provide support. TDS will provide access to the citation database through the Customers' Internet connection.
- I. **Additional Notices** - TDS will mail Other Correspondence as required for processing.
- J. **ICS Collection Service – Special Collections** - Citations remaining outstanding ninety days after becoming delinquent and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- K. **Franchise Tax Board Offset Program** – TDS will combine citations by responsible party for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and

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reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process. Customer will pay the FTB directly for their offset services.

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EXHIBIT "B" - PRICING

PARKING CITATION PROCESSING:

Basic Processing Services

Automated and Manual Citations **\$0.40 per citation**

Notice Mailing **\$0.85 per notice mailed**

Out of State Processing **20% of amount collected**

No charge until payment is collected. No charge if payment is made prior to notice.

Administrative Adjudication - Paperless **\$1.50 per appeal**
\$0.85 per letter sent

Includes online appeals through pticket.com, mailing administrative review result letters, hearing result letters, scheduling hearings and mailing hearing schedule letters to the public. Forms notices and postage included.

Paperless Appeals (eAppeals PRO) **included with Administrative Adjudication**

Final Notices **\$0.85 per notice mailed**

Additional Correspondence (DMV Hold Letters) **\$0.85 per letter mailed**

Credit Card Payment Processing **\$3.95 Fee Paid by Violator**
No Charge to City

Special Collections ICS **25% of amount collected (no cost recovery)**
20% with cost recovery of 25% added

FTB Interagency Processing **25% of amount collected (no cost recovery)**
20% with cost recovery of 25% added

Payment Plan Processing **\$5 per payment plan**
Payment Plan Letters **\$0.85 per letter mailed**

Courier Services for Banking **not applicable if scanning checks**

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.

Annual CPI Increase – May be increased after the first three years of the contract upon written agreement from both parties.

