

Attachment A

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Data Ticket, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Parking citation processing and collection services, administrative review and hearing coordination, permit sales and processing, accounting services, customer service and a web-based solution that manages the entire process for various departments of the County of Monterey.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 250,000.00

3.0 TERM OF AGREEMENT:

3.01 The term this Agreement is from March 16, 2021 to March 16, 2026 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions**
- Exhibit B Other:**

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including ~~owned~~, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

BU AW
Contractor's Initials

2-10-21 2-1-21
Date

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to ~~do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement.~~ CONTRACTOR shall not ~~publish~~ any such material without the prior written approval of County.

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Contractor's Initials
2-10-21 2-1-21
Date

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Dalia M. Mariscal-Martinez Management Analyst III	FOR CONTRACTOR: Heather Nowlan Director, Client Relations
Name and Title 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	Name and Title 2603 Main Street Suite 300 Irvine, California 92614
Address (831) 755-8966	Address (949) 428-7241
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: DocuSigned by: Mary Grace Perry
County Counsel

Date: 2/16/2021

Approved as to Fiscal Provisions²

By: DocuSigned by: Gary Giboney
Auditor/Controller

Date: 2/16/2021

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Data Ticket, Inc.

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President) *

Brook Westfall, Vice President
Name and Title

Date: 2-10-2021

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Secretary, William Fleming
Name and Title

Date: 2-10-2021

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “COUNTY”
and
Data Ticket, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the State of California.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: CONTRACTOR shall receive and process parking citations which CONTRACTOR shall receive from COUNTY. CONTRACTOR shall provide a reconciliation of the number of citations received from COUNTY.

1.2 Determination of Processable Citations: CONTRACTOR shall screen the parking citations referred by COUNTY to determine if the citation is processable. If the citation is determined by CONTRACTOR to be unprocessable (e.g., essential processing information is missing), CONTRACTOR shall return the citation to COUNTY within seven (7) days of receipt, by CONTRACTOR'S office, for clarification. CONTRACTOR will be paid the contractual rate hereinafter provided, for citations properly returned to COUNTY as unprocessable.

1.3 Collection and Deposit of Funds: A "direct deposit" system shall be employed for all funds received in payment of citations. Daily, CONTRACTOR shall deposit funds into an In-Trust account held by CONTRACTOR. Deposits shall be itemized showing all payments received, the type of payment, amount and corresponding citation paid. Detailed information shall be captured regarding funds received and submitted. CONTRACTOR shall reconcile the account by the 10th of the month following the banking activity and remit gross receipts due to COUNTY monthly via electronic funds transfer no later than the 10th of the following month; A \$10.00 Automated Clearing House (ACH) fee will be billed to the COUNTY each month for this service. CONTRACTOR shall process any and all refunds, chargebacks and insufficient fund activity and provide all supporting documentation for COUNTY records; a \$3.00 per item fee will be billed to COUNTY for the service. CONTRACTOR shall track and provide reports for all California State tax and State fee liability due and COUNTY shall remit payment to State of California for taxes and fees based on reports provided by CONTRACTOR. The parties understand and agree that the following provisions shall apply:

A. CONTRACTOR shall hold payments collected in trust on behalf of COUNTY. Said payments shall be solely held in trust and belong to COUNTY until such time as CONTRACTOR performs its reconciliation to analyze and determine whether any overpayments

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

have been made and determines what sums are due to taxing authorities and fees owed to CONTRACTOR.

B. Any bankruptcy trustee appointed to operate and maintain either the operations or the bankruptcy estate of CONTRACTOR shall have an obligation to forward the funds owed to COUNTY.

C. For funds held within a credit card account, the same rule would prevail, and the bankruptcy trustee shall have an obligation to forward the funds owed to the COUNTY.

D. In the event of a bankruptcy filing by CONTRACTOR, the funds shall not become the property of the estate of CONTRACTOR. Further, the net funds shall be paid to COUNTY by CONTRACTOR according to the terms of this Agreement.

E. The parties understand and agree that the In-Trust account held by CONTRACTOR on behalf of the County shall be established consistent with the terms and conditions of this Agreement, including but not limited to this Section 1.3 and Subsections 1.3 A. through E. Further, upon the establishment of said In-Trust account held by CONTRACTOR on behalf of COUNTY, CONTRACTOR shall provide COUNTY with a copy of any and all In-Trust account terms and conditions, including but not limited to any instructions and procedures which shall apply in the event of any dispute concerning said funds, and/or in the event of bankruptcy of CONTRACTOR. A copy of said In-Trust account terms and conditions shall be provided to County within 30 days of the date said In-Trust account is established by CONTRACTOR on behalf of COUNTY. In the event said terms and conditions are inconsistent with the terms and conditions of this Agreement as determined by COUNTY, CONTRACTOR shall have said terms and conditions revised for consistency with the terms and conditions of this Agreement as determined by County.

1.4 Identification of Registered Vehicle Owners: CONTRACTOR shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. CONTRACTOR shall follow all procedures specified by the DMV and be consistent with the Vehicle Code when identifying registered vehicle owners.

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

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

1.7 Registration Holds: CONTRACTOR will provide the system and procedures and will interface with the DMV to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by State and local law.

1.8 Removal of Registration Holds: CONTRACTOR will provide the system and procedures and will interface with the DMV to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of CONTRACTOR.

1.9 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, CONTRACTOR will advise the registered vehicle owner of his/her right to request an appeal according to the laws of the State of California.– All contested citations will be forwarded to the appeals administrator or COUNTY within the prescribed time period so that the matter can be adjudicated.

1.10 Appeals: If requested by COUNTY, CONTRACTOR will schedule and conduct appeals in accordance with State law, to respond to parking violators wishing to contest their citations. CONTRACTOR will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. CONTRACTOR shall not be responsible for COUNTY'S failure to provide correct or timely infraction information. COUNTY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

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

1.12 Suspension of Processing: CONTRACTOR will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of COUNTY. CONTRACTOR will promptly return any citation or facsimile properly requested by COUNTY.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will maintain records indicating any suspension of citation as a result of COUNTY'S request. CONTRACTOR shall be paid the contractual rate hereinafter provided for processing the citations suspended by COUNTY.

1.13 Payments by United States Mail: It is the individual's responsibility to ensure that payments are received on or before the date due. The date received by CONTRACTOR will be the criteria to establish any delinquent fees due.

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

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: CONTRACTOR will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.

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

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

"Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

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

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

2.4 Batching Procedures: CONTRACTOR shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using Generally Accepted Accounting Principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. An In-Trust account between CONTRACTOR and COUNTY shall be opened and all deposits shall be directly deposited by CONTRACTOR. CONTRACTOR shall perform all reconciliation and check generation along with monthly invoicing.

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

ARTICLE III – WEBSITE

3.1 Citation Management Website: CONTRACTOR offers a website for COUNTY review and interface of its database, including all citations and information relating to changes in status.

3.2 Patron Website Access: When COUNTY has website access, the individuals who receive citations will be able to access the website to review their citations, pay on-line and appeal on-line.

3.3 Website Interaction: The website may be “view only” or “interactive,” for COUNTY staff depending on requirements of COUNTY.

3.4 Website Reports: Website reports are available to COUNTY on a 24/7 schedule and export into Excel for easy flexible reporting. Reporting shall be updated daily online, detailing both in summary and detail all payments received, the type, amount and corresponding citation paid. CONTRACTOR shall provide reports by individual department activity and each department will have user access for their own department.

3.5 Website Cost: User ID's and passwords will be assigned to COUNTY at no cost.

ARTICLE IV – ADDITIONAL SERVICES

4.1 California Vehicle Code 40215: Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying COUNTY contestants by phone and in writing of decisions. COUNTY shall be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

4.2 Other Collections: CONTRACTOR shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the DMV has been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that COUNTY so designates and refers to CONTRACTOR under this Agreement.

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

ARTICLE V - GENERAL

5.1 Public Inquiries: CONTRACTOR will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to COUNTY for determination, unless CONTRACTOR has been designated to handle appeals.

5.2 CONTRACTOR Limitations: CONTRACTOR will not take legal action or threaten legal action in any specific case without COUNTY'S prior approval.

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

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

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

5.6 Property of COUNTY: All documents, records and tapes supplied by COUNTY to CONTRACTOR in performance of this Agreement are agreed to be and shall remain the sole property of COUNTY. CONTRACTOR agrees to return same promptly to COUNTY no later than forty-five (45) days following notice to CONTRACTOR. COUNTY shall make arrangements with CONTRACTOR for the transmission of such data to COUNTY upon payment to CONTRACTOR of the cost of copy and delivery of such tape from CONTRACTOR'S computer facilities to COUNTY'S designated point of delivery, plus any open invoices.

5.7 Confidentiality: In order to enable CONTRACTOR to carry out its work hereunder, to some extent it will have to impart to COUNTY information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). COUNTY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to COUNTY by CONTRACTOR shall be retained by COUNTY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow and as may be subject to disclosure by applicable state and/or federal law. The COUNTY recognizes that irreparable harm could be occasioned to CONTRACTOR by disclosure of CONFIDENTIAL DATA that is related to its business and that CONTRACTOR may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure of proprietary information contained in CONTRACTOR's Materials and Systems deemed "CONFIDENTIAL DATA" pursuant to applicable state and/or federal laws.

5.8 Consent for Disclosure: No report, information, data, files, or tapes furnished or prepared by CONTRACTOR or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of COUNTY to any entity or individual other than individuals, agencies, or organizations that are necessary to properly effectuate the terms and conditions of this agreement, unless requested under State or Federal law, subpoena or court order. COUNTY shall promptly inform CONTRACTOR of any such request or order of disclosure immediately upon receipt by COUNTY. This Non-Disclosure obligation shall survive the Termination of this Agreement.

5.9 CONTRACTOR Files: CONTRACTOR shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail. CONTRACTOR shall maintain said master files for a period of three (3) years following final payment after the Termination of this Agreement or any Amendment to this Agreement in a format which is accessible to the COUNTY at no additional cost to the COUNTY.

5.10 Storage for COUNTY:

- A. CONTRACTOR agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years after the final payment is

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

made for services provided pursuant to this Agreement following the termination of this Agreement or any Amendment to this Agreement whichever date occurs later. COUNTY relieves CONTRACTOR of all liability costs associated with data released by COUNTY to any other person or entity using such data.

- B. CONTRACTOR shall store hard copies for a minimum of three (3) years after final payment is made pursuant to this Agreement following the termination of this Agreement or any Amendment to this Agreement, whichever date occurs later. Subsequent to the three (3) year period following the final payment made after termination of the Agreement or any Amendment to this Agreement, CONTRACTOR will return all hard copies to COUNTY or shred them after the three (3) year period after final payment is made pursuant to this Agreement following termination of this Agreement or any Amendment to this Agreement. If requested, an electronic file, diskette or CD of all processed data will be available to COUNTY in a format accessible to the COUNTY without any additional charges or fees for a minimum of three (3) years following the final payment made after termination of this Agreement or any Amendment to this Agreement whichever date occurs later.

ARTICLE VI - REPORTS

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

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

6.2 Payment Card Industry (PCI) Compliance Reports/Certificates: Quarterly and Ad Hoc certificates will be sent to COUNTY.

6.3 Annual Reports: CONTRACTOR shall prepare Annual Reports and comply with existing State laws as applicable to the preparation of Annual Reports and as may be amended from time to time.

ARTICLE VII – CLAIMS AND ACTIONS

7.1 COUNTY Cooperation: In the event any claim or action is brought against CONTRACTOR relating to CONTRACTOR'S performance or services rendered under this Agreement, CONTRACTOR shall notify COUNTY, in writing, within five (5) days, of said claim or action.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

ARTICLE VIII – SECURITY PROVISIONS

8.1 Security Provisions: COUNTY agrees to follow all defined security requirements including but not limited to:

- A. All COUNTY employees who are provided access to services provided by CONTRACTOR must complete a background check and must complete annual security awareness trainings.
- B. All COUNTY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
- C. COUNTY must inform CONTRACTOR within twenty-four (24) hours of a COUNTY employee with access to CONTRACTOR services leaving their role.
- D. COUNTY must inform CONTRACTOR of any breach of information within twenty-four (24) hours, so the appropriate government agencies can be notified of the breach.
- E. COUNTY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- F. COUNTY understands that evidence of the security requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- G. COUNTY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$250,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following Fee Schedule or in accordance with the following terms:

(ALL TAXABLE ITEMS SHOULD BE IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, *Parking Citation Processing and Collection Services* and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES & PARKS – FINANCE DIVISION
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

FEE SCHEDULE

Manual Parking Citation Processing: \$0.65 each

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within forty-eight (48) hours of receipt.
- On-site quality assurance verification of manually entered citations.
- Scanning of all manually written citations onto CONTRACTOR'S network for storage and ease of retrieval.
- Bi-monthly shredding of manually written citations.

Electronic Parking Citation Processing: \$0.50 each

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 photographs attached to citations.

Courtesy Notice: \$0.70 each

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" sheet of paper and 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 cost will increase as the US Postal Service increases the 1st Class postage rate.
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

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 be due when a citation is paid.
- CONTRACTOR is a recognized Strategic Partner with The International Justice & Public Safety Network (NLETs); should COUNTY have an assigned Originating Routing Indicator (ORI); CONTRACTOR will request usage of the ORI for reference/audit purposes only. CONTRACTOR utilizes its own ORI for transactional purposes.
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 24% of revenue collected will be charged.
- If CONTRACTOR does not collect on a citation that is issued to an out of state plate, COUNTY does not owe this fee.

Delinquent Collections: 24% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, or when a second notice is sent if sooner than ninety (90) days, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason.
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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, COUNTY does not owe this fee.
- Notices will be sent via 1st Class Mail, and CONTRACTOR will be responsible for the cost incurred.

Franchise Tax Board (FTB) Processing

SSN Look-up

\$2.50 per SSN

- This fee will be assessed to lookup a Social Security Number (SSN) associated with a particular registered owner and address.
- This fee is charged per unique SSN, not per citation.

FTB Collections

15% of revenue collected

- This fee is charged if a citation is paid at the FTB.
- 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 Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail.
- All notices are attached to the citation online and are viewable via the web.
- CONTRACTOR will pay for COUNTY'S cost to participate in the FTB program; annually, FTB will send an invoice to COUNTY for the number of debts placed at FTB; 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, COUNTY does not owe the collection fee.
- CONTRACTOR will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail.

Adjudication:

1st Level Review Hold & Scanning of Review Request

\$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 so, it is displayed on the web for the COUNTY'S Staff.
- If the request is received outside the required timeframe, 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.

1st Level Review Disposition Letters

\$.75 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.
- Disposition letters will be sent Monday – Friday.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2nd Level Hearing Hold, Scanning and Scheduling of Hearing **\$0.50 per citation**

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request was 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 so that it is displayed on the web for COUNTY'S Staff and the Hearing Officer.
- If the request is received outside the required timeframe, 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 COUNTY'S schedule.

2nd Level Hearing Disposition **\$85.00 per hour**

- CONTRACTOR'S independent, certified, insured hearing officers will be provided 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 COUNTY, Appellant and CONTRACTOR.
- Hearings will be scheduled.
- COUNTY will incur costs associated with mileage as defined by Federal guidelines.
- CONTRACTOR will work with COUNTY to arrange for the use of a conference room at a COUNTY location or COUNTY may elect to have citations heard at a centralized location within COUNTY.

2nd Level Hearing Schedule & Disposition Letters **\$0.75 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.
- Disposition letters will be sent Monday – Friday.

With many of CONTRACTOR'S Agencies focused on the implementation of AB 503, a significant concern is the impact it may have on COUNTY'S Staff's time and responsibilities. Given this, CONTRACTOR has offered to accept and review all payment plan requests for persons claiming indigency. This process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and attachment to the citation to which it applies. Based on each County's unique business rules, CONTRACTOR will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial. The costs for these services are provided below:

- **Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by CONTRACTOR)** **\$5.00 per request**

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- **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**

In-Trust Banking Services \$100.00 per month

Services for the above-mentioned item include:

- Daily deposits of funds to COUNTY'S In-Trust account.
- Online, real-time reconciliation reports that tie directly to the bank statement.
- Processing of all credit card charge-backs and Non-Sufficient Funds (NSF).
- Month-end reconciliation of all funds collected.
- Disbursement of County/State Surcharges at month-end.
- Payment of Data Ticket's invoice.
- Disbursement of the net remittance to COUNTY.
- Scanning of all payments directly to In-Trust bank account daily using remote check deposit.
- COUNTY will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year.

Charge-backs and NSF's \$3.00 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.

Refunds \$3.00 per issued instance

- CONTRACTOR will process refunds when notified of each need.
- In the event COUNTY utilizes In-Trust Banking, CONTRACTOR will verify, generate and send each refund due.
- Refunds will be issued weekly.
- Refunds will be sent via 1st Class Mail.

Monthly Minimum \$200.00

A minimum fee of \$200.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the In-Trust Banking Services fee)

SERVICES INCLUDED AT NO ADDITIONAL COST TO COUNTY

Online Access for the COUNTY'S Patrons:

Included

COUNTY'S Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data.
- Pay for a single or multiple citation(s).
- Request a 1st Level Administrative Review and attach up to three (3) documents supporting their position.
- Request a 2nd Level Administrative Hearing Request and attach up to three (3) documents supporting their position.
- Print a receipt.
- View pictures of the citation taken by the issuing officer (if COUNTY allows).

Online Access for the COUNTY'S Staff:

Included

Access to COUNTY'S data is based on unique usernames and passwords assigned to each individual 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.

CONTRACTOR'S solution is setup to maintain a complete audit trail for each and every 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 and Refunds.
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation 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 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.

Reporting:

Included

- CONTRACTOR offers thirty-six (36) reports online as well as a customized reporting application for CONTRACTOR'S clients to generate, print and re-print 24/7. CONTRACTOR

provides real-time reports that can be generated for any timeframe required and CONTRACTOR provides pre-processed/month-end reports that reflect the month-end view of data.

- All reports are available online and because CONTRACTOR does 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 CONTRACTOR'S clients can copy and paste the data into Excel for data manipulation purposes.
- If COUNTY were to request a report that was not already available, CONTRACTOR would work with COUNTY to design the report and provide it to COUNTY at no cost.

Manual Payment Processing:

Included

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

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 through the NLETs service.
- Access to this system requires the use of COUNTY'S ORI for tracking purposes only; CONTRACTOR will utilize its own ORI for actually acquiring the out of state data.
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day.

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.

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 COUNTY at any time for review.

- CONTRACTOR'S Integrated Voice Response (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.

Web Presence:

Included

- CONTRACTOR'S solution is 100% web-based and is compliant with IT Accessibility Laws and Policies in 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 COUNTY and COUNTY'S Patrons to access citations online.
- If COUNTY prefers to have COUNTY branded website, one in which the look and feel mimics that of COUNTY'S website, CONTRACTOR can and will provide this feature to COUNTY.

Conversion:

Included

- CONTRACTOR will convert the citations currently with COUNTY'S existing vendor at no cost to COUNTY.
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner.

Credit / Debit Card Processing

\$3.50 per transaction

- CONTRACTOR is PCI compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on CONTRACTOR'S website, www.CitationProcessingCenter.com, via CONTRACTOR'S toll-free, bi-lingual Customer Service Representatives, and via CONTRACTOR'S toll-free, bi-lingual IVR solution.
- There is no charge to COUNTY for credit/debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee.

Payment Plan Processing

\$15.00 per transaction

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan.
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan.
- COUNTY will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be.

Credit Card Chargeback Processing

\$30.00 per transaction

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback.
- No fee will be charged to COUNTY.

Automated Clearing House (ACH) Deposit Fee

\$12.00 per month

