AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
DATA TICKET, INC.

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of July 2019 (“Effective Date”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and DATA TICKET, INC. (herein “Consultant”).

RECITALS

A. Section 3.32.060 of the Chino Municipal Code provides that the City may dispense with competitive pricing procedures for professional services contracts “When the vendor was awarded a bid by another public agency, said agency used purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.”

B. Following a solicitation process substantially similar to that which the City would have been required to use, the City of Sausalito awarded a contract to Consultant to provide the kinds of services described in the Scope of Services in this Agreement.

C. Consultant offers to provide said services to the City for the same price offered to the City of Sausalito and therefore the City has authority to enter into and execute this Agreement with Consultant without using its own competitive pricing procedures.

D. The Parties desire to formalize the selection of Consultant for performance of those services described in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.
1.2 **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 **California Labor Law.** If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) **Prevailing Wages.** Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) **Penalty for Failure to Pay Prevailing Wages.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement,
Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers’ Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor’s Authorized Initials  ________

(i) **Contractor’s Responsibility for Subcontractors.** For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.
1.4 **Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 **Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City’s current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.6 **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. **COMPENSATION**

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Ninety-Five Thousand Dollars ($95,000) annually.

2.2 **Invoices.** Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant’s first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right, subject to state law and the City’s Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such
approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit “A-1” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2020. This Agreement may be renewed by a written amendment for up to an additional two (2) years at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Brook Westcott is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep City informed of any changes.

4.2 Project Manager. Rob Burns, or any other person as may be designated by the City Manager, is hereby designated as being the representative of the City
authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Project Manager”).

4.3 **Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 **Independent Consultant.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. **INSURANCE AND INDEMNIFICATION**

5.1 **Insurance Coverages.** Without limiting Consultant’s indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

   (a) **General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

   (b) **Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

   (c) **Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

   (d) **Workers’ compensation insurance.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).
(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

### 5.2 General Insurance Requirements

(a) **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) **Duration of coverage.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) **City’s rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

(f) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to
waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) **Enforcement of contract provisions (non-estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) **Agency’s right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by
giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant’s compensation.

(o) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 **Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.
6.2 **Reports.** Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 **Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 **Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 **California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in
relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 **Disputes: Default.** In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 **Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars ($0-) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.5 **Termination Prior to Expiration of Term.** This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically
approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.6 **Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. **MISCELLANEOUS**

8.1 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes
and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 **Attorneys’ Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees, whether or not the matter proceeds to judgment.

8.8 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 **Warranty & Representation of Non-Collusion.** No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or
collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _______

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Matthew C. Ballantyne, City Manager

ATTEST:

Angela Robles, City Clerk

APPROVED AS TO CONTENT:

Rob Burns, Director of Finance Department

CONSULTANT:

DATA TICKET, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

Address: ______________________________

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.
ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ____________________
COUNTY OF ____________________

On __________, 2019 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________

OPTIONAL

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

________________________________________________________________________

SIGNER(S) OTHER THAN NAMED ABOVE

________________________________________________________________________
ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

| STATE OF ____________________ |
| COUNTY OF __________________ |

On __________, 2019 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ______________________________________

OPTIONAL

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____________________________________________
_____________________________________________

SIGNER(S) OTHER THAN NAMED ABOVE
_____________________________________________
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant’s Agreement with City of Sausalito, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, California 92660
(hereinafter sometimes referred to as "COMPANY")

AND

THE CITY OF SAUSALITO
29 CALEDONIA STREET
SAUSALITO, CALIFORNIA 94965
(hereinafter sometimes referred to as "AGENCY").

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

ARTICLE I - CITATION PROCESSING

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

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

1.3 Collection and deposit of funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY
deposits into an account held jointly between the AGENCY and the COMPANY, the
COMPANY shall reconcile the account the month following the banking activity,
disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge liability
and all refunds and provide all supporting documentation for the AGENCY records.

1.4 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and
attempt to obtain the name and address of the registered vehicle owner from the State
Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has
been issued but payment for which has not been received within the required time
period. COMPANY 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: COMPANY 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, COMPANY will generate and
mail (presorted, first-class postage) no sooner than allowable by law, a delinquency
notice to all identified registered owners of vehicles who fail to pay their parking citation
fines or to post bail in the required manner. The mailed notice will include all
information required by the State Vehicle Code, including, but not limited to the
following:

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

1.7 Registration Holds: The COMPANY will provide the system and procedures and will
interface with the State Department of Motor Vehicles 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: COMPANY will provide the system and procedures
and will interface with the State Department of Motor Vehicles 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 COMPANY.

1.9 \textbf{Contested Citations:} In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

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

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

1.12 \textbf{Suspension of Processing:} COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

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

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

ARTICLE II - PAYMENT PROCESSING

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

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

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

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

2.4 Batching Procedures: COMPANY shall maintain 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.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.
2.6 **Deposits**: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint account between COMPANY and AGENCY is opened, all deposits shall be directly deposited and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. In that case, AGENCY will supply deposit slips and endorsement stamp to COMPANY.

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

**ARTICLE III – WEB SITE**

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

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

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

3.4 **Web Site Reports**: Web site reports are available to the AGENCY on a daily 24/7 schedule and export into excel for easy flexible reporting.

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

**ARTICLE IV – ADDITIONAL SERVICES**

4.1 **CVC 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 AGENCY contestants by phone and in writing of decisions. The AGENCY shall be responsible to pay the $25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.
4.2 **Other Collections:** COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

A. Delinquent citations; those for which the California State Department of Motor Vehicles have 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 AGENCY so designates and refers to COMPANY under this Agreement.

4.3 **Postal Rate Increase:** The COMPANY will maintain auditable records to document the COMPANY’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:** The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

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

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

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

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

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

5.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY’S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY 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 the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

5.8 Consent for Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organizations that are necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

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

5.10 Storage for AGENCY:
A. COMPANY agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.

B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

5.11 Purchase by Other Public Agencies: "CONTRACTOR agrees to extend identical services for the equipment provided to CITY hereunder, under the same terms and conditions specified hereunder, to all public agencies located in California, without any further competitive bidding, to the extent permitted by law. Each public agency will execute its own Contract with the CONTRACTOR for its requirements, funding such purchases out of its own funding sources. CITY shall not incur any financial responsibility in connection with CONTRACTOR's contracting with such other public agencies for such equipment."

ARTICLE VI - REPORTS

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

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

6.2 Annual Reports: Annually, COMPANY shall comply with existing state laws.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for five (5) years commencing as of the last date of signature and may be renegotiated at the end of three years in conjunction
with the contracts held by the City of San Rafael and Marin County JPA. Unless notice of
termination, is made in writing by either party to the other no less than ninety (90) days
prior to the end of the scheduled term, this Agreement shall automatically renew for
additional one (1) year periods. In conjunction with the automatic extension of the terms
of this Agreement, COMPANY may give notice of reasonable price adjustments for its
processing services. The AGENCY will have thirty (30) days to respond in writing to the
purposed increase. Unless AGENCY gives notice in writing of its rejection of these price
adjustments, the term shall be extended with these price adjustments as stated. If the
AGENCY gives notice of its rejection of these price adjustments, unless there is a further
written Agreement between the parties, the term of the Agreement shall not be extended
and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon ninety (90) days written notice
to the COMPANY, the AGENCY may cancel or terminate this Agreement. The
COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the
written termination notice provided by the AGENCY.

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

7.4 Costs: Please see Cost Proposal, Exhibit B, for all associated costs.

ARTICLE VIII – CLAIMS AND ACTIONS

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

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

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

**ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS**

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

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

**ARTICLE X - INDEPENDENT COMPANY**

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

**ARTICLE XI – INSURANCE**

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

A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than two million
($2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.

B) Comprehensive automobile liability, owned, non-owned and hired vehicles with not less than one million ($1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.

C) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker’s compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – ENTIRE AGREEMENT

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

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

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

AS TO THE AGENCY:

THE CITY OF SAUSALITO
29 CALEDONIA STREET
SAUSALITO, CALIFORNIA 94965
AS TO THE COMPANY:

DATA TICKET, INC.
A California Corporation
4600 CAMPUS DRIVE, STE 200
NEWPORT BEACH, CALIFORNIA 92660

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

AGENCY:

CITY OF SAUSALITO

Signature: [Signature]
Print Name: ADAM W. POLITZER
Title: CITY MANAGER
Date: 5-12-2015

COMPANY:

DATA TICKET, INC.

Signature: [Signature]
Print Name: Brook Westfall
Title: Chief Operating Officer
Date: 5-14-15
EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

No special requirements.
EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.
SECTION 3: COSTS

PARKING CITATION PROCESSING SERVICES
Fee Proposal

FULL SERVICE - PER CITATION ISSUED

(All Labor provided by the Vendor)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fee Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Base Processing Fee per Citation Issued, both electronic and handwritten</td>
<td>$0.42</td>
</tr>
<tr>
<td>2.</td>
<td>Data Entry of Manual Citations, per Citation:</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.</td>
<td>Payment Processing Fee per Payment:</td>
<td>$0.00</td>
</tr>
<tr>
<td>4.</td>
<td>Cost for Mailings, per Notice/Letter:</td>
<td>$0.65*</td>
</tr>
<tr>
<td>5.</td>
<td>Refunds Processing, per Refund:</td>
<td>$0.00</td>
</tr>
<tr>
<td>6.</td>
<td>Payment Plan Processing Fee per Plan:</td>
<td>$0.00</td>
</tr>
<tr>
<td>7.</td>
<td>NSF Check Processing Fee per Check:</td>
<td>$0.00</td>
</tr>
<tr>
<td>8.</td>
<td>Credit Card Convenience Fee:</td>
<td>$0.00</td>
</tr>
<tr>
<td>9.</td>
<td>FTB Processing Fee, per individual: 15% of Collections</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Social Security number Search for FTB Processing, per individual</td>
<td>$2.45</td>
</tr>
<tr>
<td>11.</td>
<td>Delinquent Collections Fee</td>
<td>26%</td>
</tr>
<tr>
<td>12.</td>
<td>Out-of State Collections</td>
<td>23%</td>
</tr>
<tr>
<td>13.</td>
<td>Special Collections Processing Fee:</td>
<td>NA</td>
</tr>
<tr>
<td>14.</td>
<td>Handheld Citation Issuance System: Optional</td>
<td>NA</td>
</tr>
<tr>
<td>15.</td>
<td>Conversion Costs:</td>
<td>Included</td>
</tr>
<tr>
<td>16.</td>
<td>Software Licensing Fees, Per license:</td>
<td>Included</td>
</tr>
<tr>
<td>17.</td>
<td>Any additional costs, per unit or monthly:</td>
<td>See Detailed Options</td>
</tr>
</tbody>
</table>
**per First Notice Only**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>3rd Party collections, per instance</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>DMV hold placements, per instance</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1st Level Review hold placements, per instance</td>
<td>$1.25</td>
</tr>
<tr>
<td>21</td>
<td>2nd Level hearing scheduling, per instance</td>
<td>$1.55</td>
</tr>
<tr>
<td>22</td>
<td>2nd level correspondence, per instance</td>
<td>$0.70</td>
</tr>
<tr>
<td>23</td>
<td>Other correspondence letters, partial payment Letters, etc., per instance</td>
<td>$0.70</td>
</tr>
</tbody>
</table>

* 30% of Collections

* Included

---

Company Name: **Data Ticket, Inc.**

Address: **4600 Campus Dr. Ste 200**

Phone No.: *(949)752-6937, ext. 310*

City, State, Zip: **Newport Beach, CA 92663**

Title: **President**

Signed By: **Marjorie A. Fleming**

Signature: ____________________
Detailed Costs
Data Ticket is not reliant on any third party processor to handle customer service, payment processing, citation entry or any other service. We maintain all citation management and processing functions in-house. We are not dependent on another processor’s capabilities and bandwidth and because we are the single point of contact, we do not have to roll other company’s fees into ours, thus inflating the fees we provide to our Clients. Data Ticket is able to keep our costs low and our service impeccable. The reason is very simple: we own and manage every aspect of citation processing.

The City’s current vendor provides pricing that is based on the number of citations entered into the system for items like Customer Service and Administrative Support. Data Ticket never charges our Clients for Services not actually used. In fact, who would? It makes no sense to pay for Customer Service on every single citation when not every single citation recipient will make a phone call or write a letter. Likewise, it makes no sense to pay for Administrative Support on every single citation when not every single citation recipient will request an Administrative Review or Hearing. It just doesn’t make sense. At Data Ticket we believe our Clients should pay for services they actually receive.

Data Ticket understands often times Clients are hesitant to change vendors. Further, in an effort to persuade Clients not to leave, vendors often speak of the trouble with converting data from one system to another and how much easier it is to simply stay with the existing vendor. The truth is that the only responsibility the City will have is to send a letter to the existing vendor requesting the data be sent to the new vendor. Data Ticket takes responsibility for all other tasks related to a conversion of data and we have never missed a conversion timeline. Data Ticket has an in-house programming department that specializes in conversion of data from other systems to ours. We assure the City that the conversion effort will take place seamlessly with no disruption to the City’s normal processing.
Data Ticket has provided a detailed cost proposal on the following pages for the City’s review. Should the City have any questions, we would be happy to clarify any items.
1. **Base Processing Fee per Citation Issued (Manual and Electronic) $0.42**

Data Ticket has proposed a per citation charge that includes:

- Data entry of all handwritten citations
- Electronic transfer of all electronic citations
- Data Entry of all checks, money orders, credit card, and cash payments received via US Mail
- Reconciliation of all credit card payments made via IVR and the Internet
- Citation dispositions, including NSF’S, credit card charge-backs, payment plan administration, etc.
- User ID’s & passwords for client access to the management website
- Viewing & printing of citation management reports and citations at the MPA, 24/7
- Real-time access to the MPA’s data, 24/7
- Real-time authorization and acceptance of citizen’s credit/debit card payments
- Web access for your citizen’s to view, appeal and pay citations
- Processing all status changes to citation database
- Online connection to California DMV for daily registered owner information files
- Toll-free customer information line providing general processing and adjudication information, 24/7
- Toll-free customer service department answering calls M-F, 8am–5pm, excl holidays
- Call recording of all inbound calls that allows the MPA to receive recorded calls on-demand
- IVR and customer service department acceptance of credit and debit cards
- Bonded courier for daily bank deposits and for mail pick up from dedicated post office box
- Comprehensive monthly management reports on issuance and revenue
- Online connection to CA DMV for registered owner information and daily hold and releases
- Online connection to Florida, Ohio, Texas, Washington, Oregon, New York, Pennsylvania, New Jersey, & Maryland DMV’s for registered owner information
- Interface with other DMV’s nationwide for registered owner information via diskette, CD, etc.
- Interface with third party vendor for nationwide registered owner information
- Initial and on-going training to all MPA personnel on the citation management system

2. **Data Entry of Manual Citations $0.00**

- Data Ticket will not charge the City additional for data entry of manual citations

3. **Payment processing, per payment $0.00**

- Data Ticket will not charge the City of payment processing
4. Cost for Mailings, per Notice/Letter $0.65
   - Data Ticket will charge the City of Sausalito for the 1st Courtesy Notice ONLY
   - There is NO CHARGE for any delinquent notices; this means 3 delinquent notices and a FTB notice will be sent at NO CHARGE
   - All Notices will be provided as described in our response to the City’s RFP, including 8 ½ x 11 paper, windowed envelopes and a return windowed envelope
   - This cost is inclusive of printing, re-printing, tracking, and 1st Class Postage

5. Refunds Processing, per Refund $0.00
   - Data Ticket will not charge the City of Sausalito to process refunds issued by the City
   - In the event the City elects to use the Escrow Banking Option provided in our response to the City’s RFP, the cost to verify, issue and mail refunds weekly will be $5.00 per issued refund

6. Payment Plan Processing Fee per Plan $0.00
   - Data Ticket will not charge the City of Sausalito to process payment plans on behalf of the City’s patrons
   - A Patron who initiates a Payment Plan will be assessed a processing fee that is due upon setup of the payment plan; Data Ticket will send the Patron a payment plan letter detailing the payment due dates and the amount due at each payment due date. In addition, Data Ticket will manage the payment plan process and provide the City with a real-time, online report detailing all payment plan activity

7. NSF Check Processing Fee per Check $0.00
   - Data Ticket will not charge the City of Sausalito to process
   - In the event the City elects to use the Escrow Banking Option provided in our response to the City’s RFP, the cost to verify, issue and process NSFs daily weekly will be $5.00 per NSF, inclusive of sending a letter to the citizen detailing the NSF
   - In the event the City elects to process its own NSFs and have Data Ticket send a NSF Letters to the Citizen detailing the NSF, Data Ticket will charge the City $1.25

8. Credit Card Convenience Fee $0.00
   - Data Ticket will not charge the City of Sausalito to process credit cards on behalf of the City’s Patrons
   - The City’s Patrons will be charged $3.50 per credit / debit payment transaction

9. FTB Processing Fee, per Individual 15% of Collections
   - This fee will only be charged to the City in the event a debt has been placed at FTB and the debt has been paid
   - This fee will not be combined with any other percentage of collections fee
- The fee includes handling all customer services calls, payment processing, handling disputes and refunds, tracking payments, and providing a complete audit trail for each citation

10. **Social Security Number Search for FTB, per Individual** $2.45
   - This fee will be charged to the City only in the event a Social Security Search is performed
   - In the event a patron has more than 1 outstanding debt, the debts will be combined and the fee to the City will be a single charge of $2.45, rather than $2.45 per debt

11. **Delinquent Collections Fee** 26% of Collections
   - This fee will be charged to the City only in the event collections are made on delinquent citations
   - Data Ticket will mail an additional 3 notices at no cost to the City
   - Data Ticket will handle all inbound and outbound customer service calls
   - In the event collections are made at DMV, Data Ticket will not be due any collections amount
   - Our Citation Management Solution will display all phone notes taken as a result of a conversation with a debtor, all correspondence with the debtor and all calls made to the debtor
   - A complete audit trail will be provided to the City for the life of the citation
   - The fee includes handling all customer services calls, payment processing, handling disputes and refunds, tracking payments, and providing a complete audit trail for each citation
   - This fee will not be combined with any other percentage of collections fee

12. **Out-of-State Collections** 23% of Collections
   - This fee will be charged to the City only in the event collections are made on out of state citations
   - This fee will not be combined with any other percentage of collections fee

13. **Special Collections Processing Fee** NA
   - Data Ticket does not provide a service called Special Collections

14. **Handheld Citation Issuance System** NA
   - Data Ticket understands the City will continue to utilize its existing handheld ticket writers
   - Data Ticket understands the City’s existing handheld vendor will assess a fee to expose an API and to perform integration work. It is our intention that we will not require this API and we will simply request a flat file of citations and images be provided on Data Ticket’s SFTP site daily. If the City’s existing vendor will charge a fee for this or any other work, Data Ticket expects this to be between the City
and its existing vendor.

15. Conversion Costs
   - Data Ticket will not charge the City a conversion fee
   - Data Ticket will have the City’s Data Converted within the timeframe required by the City

16. Software Licensing Fee, per License
   - Data Ticket’s Solution is 100% web-based
   - Our Clients do not pay a Software Licensing Fee

17. Any additional costs, per unit of monthly
   - This cost is not applicable to Data Ticket’s Solution

18. 3rd Party Collections, per Instance
    - Data Ticket will provide all services for Credit Reporting Collections processing on a contingency basis
    - This fee covers all debt collection and credit reporting not involving legal action
    - At anytime, the City may recall debts from credit reporting agencies and discontinue collections at no cost to the City
    - Weekly, newly eligible debts and updates will be transmitted
    - Our Citation Management Solution will display all phone notes taken as a result of a conversation with a debtor, all correspondence with the debtor and all calls made to the debtor
    - A complete audit trail will be provided to the City for the life of the citation
    - This fee will not be combined with any other percentage of collections fee

19. DMV hold placements, per instance
    - Data Ticket does not charge our Clients for placing or releasing DMV holds

20. 1st Level Review hold placements
    - Data Ticket has proposed a per appealed citation charge that includes:
      - Placing each citation on a Review hold
      - Scanning all documentation into the Solution so the City may perform all 1st Level Reviews online
      - Mailing all review disposition letters via first class postage
    - $1.25

21. 2nd Level Hearing Scheduling
    - Data Ticket has proposed a per appealed citation charge that includes:
      - Placing each citation on a hearing hold
      - Scheduling each hearing
      - Sending all correspondence to the Hearing Officer for review
      - Receiving all correspondence from the Hearing Officer for storage
    - $1.55
22. 2\textsuperscript{nd} Level Hearing Scheduling  
\hspace{1cm} \textbf{\$1.55}  
Data Ticket has proposed a per appealed citation charge that includes:  
\begin{itemize}
  \item Placing each citation on a hearing hold  
  \item Scheduling each hearing  
  \item Sending all correspondence to the Hearing Officer for review
\end{itemize}

23. Hearing Officer Services  
\hspace{1cm} \textbf{\$85.00 per hour}  
\begin{itemize}
  \item Data Ticket’s independent, certified, issued Hearing Officers will be provided to the City to perform in-person, phone and written hearings  
  \item Each hearing request will be reviewed, heard or read and all required research will be performed  
  \item The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency and Data Ticket  
  \item Hearings will be scheduled  
  \item Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County
\end{itemize}

24. Other Correspondence letters, partial payment letters  
\hspace{1cm} \textbf{\$0.70}  
\begin{itemize}
  \item If the City chooses to send Partial Payment letters, Data Ticket will generate and send, via First Class Mail, Partial Payment letters that are provided on customized 8 \( \frac{1}{2} \) x 11 paper in windowed envelopes.
\end{itemize}

25. Payment-Plan Letters  
\hspace{1cm} \textbf{N/A}  
\begin{itemize}
  \item Patron will be charged \$15.00 per payment plan for set-up and tracking
\end{itemize}

\textbf{Optional Items}

\textbf{Escrow Banking:}  
\hspace{1cm} \textbf{\$100.00 per month}  
\begin{itemize}
  \item Data Ticket will utilize Remote Check Deposit to deposit funds daily into an Escrow Account. Data Ticket will reconcile the account daily, weekly and monthly and provide the City with a monthly reconciliation. In addition, at month-end, Data Ticket will reconcile the account and issue checks to the County to cover all applicable surcharges / taxes, we will pay our invoice, and we will issue a check of the net proceeds to the City.
\end{itemize}