

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DATA TICKET, INC.

Citywide Citation Services (RFP No. 2008)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and DATA TICKET, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Citywide Citation Services (RFP No. 2008) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect from July 1, 2021, until June 30, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement at the per-ticket rates listed in Exhibit B and payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Finance Department  
City of Riverside  
Attn: Ben Hatheway  
3900 Main Street  
Riverside, CA 92522

To Consultant

Data Ticket, Inc.  
Attn: Heather Nowlan  
2603 Main Street, Suite 300  
Irvine, CA 92614

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

**11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation

and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's



rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision,

term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

DATA TICKET, INC.,  
a California corporation

By: \_\_\_\_\_  
City Manager

By: Brook Westcott  
\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

[Printed Name]  
Chief Operating Officer  
Data Ticket, Inc.

\_\_\_\_\_  
[Title]

and

Certified as to Availability of Funds:

By: \_\_\_\_\_

By: [Signature]  
Chief Financial Officer

\_\_\_\_\_  
[Printed Name]

Approved as to Form:

\_\_\_\_\_  
[Title]

By: [Signature]  
Senior Deputy City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Notwithstanding the provisions of the attached excerpts of Consultant's proposal in the pages that follow, the Parties acknowledge that as a public entity and local municipality, the City is subject to the California Public Records Act ("CPRA"), as California Government Code Section 6250, *et seq.* As such, records that fall within the CPRA shall be disclosable pursuant to law.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

## Scope of Service and Performance Agreement

These services are provided by:

Data Ticket Inc.  
a California Corporation  
2603 Main Street, Suite 300  
Irvine, California 92614  
(here-in-after sometimes referred to as "COMPANY")

FOR:

City of Riverside  
3900 Main Street  
Riverside, California 92522  
(here-in-after sometimes referred to as "AGENCY").

Through this Scope of Service and Performance Agreement ("Agreement"), Data Ticket, Inc. intends to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of administrative citations pursuant to AGENCY municipal code, other debts as specified by the AGENCY and for the issuance of parking citations pursuant to the laws of the State of California.

### **ARTICLE I - CITATION PROCESSING**

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY that is provided on the monthly invoice.

1.2 Determination of Processable Citations: COMPANY shall screen each citation referred to it by the 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 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 for payment of citations. The AGENCY shall have the choice of jointly



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

owning a bank account with the COMPANY or directing the COMPANY to deposit into an AGENCY account. Deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. These payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citation management software on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

**1.4 PAYMENT:** If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. 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, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds, and send all supporting documentation to the AGENCY for its records.

**1.5 Identification of Registered Vehicle Owners:** COMPANY shall exert best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) and DMV'S nationwide, for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV, and act consistent with the California Vehicle Code and DMV'S nationwide, when identifying registered vehicle owners.

**1.6 Verification of Ownership:** COMPANY shall exert best efforts 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.

**1.7 Delinquency Notices for Administrative Citations:** In accordance with AGENCY'S ordinance, delinquency notices will be sent to citizens who have not paid the fines in full. These notices will indicate future actions to be taken in order to collect the fines owed the AGENCY.

**1.8 Franchise Tax Board Interface:** Subject to AGENCY's prior written approval, the Franchise Tax Board Interagency Intercept Program will be used as the next collection step in the process. A notice merging all debts owed the AGENCY will be sent to the citizen showing the total amount due the AGENCY for Administrative and/or Parking Citations and demanding payment. If payment is not received in full, social security



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

numbers will be attached to each debt and the debt will be placed with the Franchise Tax Board for collections.

**1.9 Delinquency Notices for Parking Citations:** In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail. The mailed notice will include all information required by the California 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 their arrest); and
- C. The amount of fines and fees due and payable
- D. Affidavit of Non-Ownership

**1.10 Registration Holds:** The COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to place a hold on vehicle registrations having unpaid parking fines and fees due to AGENCY against those vehicles in accordance with the California 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, but the the period of time will not exceed the time limits provided by State and local law.

**1.11 Removal of Registration Holds:** COMPANY will provide the system and procedures and will interface with the California 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. Within a reasonable time of the debt being satisfied, but not to exceed any time limits provided by the State or local law, the COMPANY will contact the DMV to remove the registration hold.

**1.12 Contested Citations:** In the event a vehicle registered owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an administrative review/hearing/court appearance. All contested citations will be forwarded to the reviewing agency, hearing administrator or Court within the time period prescribed by State and/or local law so that the matter can be adjudicated. (CVC section 40200.7 & 40215 or AGENCY'S Municipal Code).

**1.13 Administrative Review and Hearing:** The COMPANY may schedule administrative reviews/hearings to respond to citizens wishing to contest their citations and offers the



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

option to perform and administer those reviews and hearings. The COMPANY will provide a web site for appeal and toll-free numbers for contestants, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as 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 the \$25.00 court-filing fee if the review and administrative hearing decisions are overturned by the court.

1.14 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, 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 cancellation of parking citations as a result of review/hearing/court action. Citations that are dismissed as a result of review/hearing/court decision will have the dismissal processed by the COMPANY promptly, consistent with applicable California law after receipt from the review/hearing/court.

1.15 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.

1.16 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 on which payments are received by the COMPANY will be the criteria to establish any delinquent fees due.

1.17 Citation System Master File Update: COMPANY will regularly update the citation master file for 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 three (3) years, or longer if required by state or local law. Closed citations will remain on-line for a minimum of three (3) years for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments on a regular





2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct amount due, paid on or before the due date. This includes payments properly complying with the first Courtesy Notice.

"Partial Payments" are citations paid after the due date or those where payment is less than the total amount due.

"Appeal Requests" including payment are all requests for administrative/court hearings. These requests are sorted so that the payment submitted is immediately posted, an appeal hold is placed on the citation and if needed the original citations and backup documents are retrieved for the appeal to be heard.

**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 and may be forwarded to the AGENCY for proper follow-up.

**2.4 Batching Procedures:** COMPANY shall maintain effective procedures of internal control. 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 stored in a file room, for a 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 duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly, COMPANY shall perform all reconciliation, refunds and cut all checks. This information shall be available for AGENCY review. Deposits shall be directly deposited into the AGENCY'S designated bank account, either jointly held with the COMPANY or individually held by the AGENCY. If the AGENCY holds the account individually, it will supply deposit slips and an endorsement stamp to COMPANY. In this case, COMPANY shall only have the capability to make deposits on behalf of the AGENCY.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility to the County for the Jail and Court fund as required by Sections 40200.3 (a) of the California Vehicle Code and any other relevant taxes due.

### **ARTICLE III – WEB SITE**

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review 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, 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.

3.5 Web Site Use: User ID's and passwords will be assigned to the AGENCY.

### **ARTICLE IV - GENERAL**

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action against a CITIZEN in any specific case without AGENCY'S prior written approval.

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



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

**4.4 Books and Records:** COMPANY will maintain consistent with the requirements of the State and local laws, 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 inspection and audit the by AGENCY upon its request and will be made available within a reasonable time of the request, not to exceed 7 days from the date of the request by the AGEENY. Copies of such documents shall be provided to the AGENCY for inspection at the AGENCY's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at COMPANY's address indicated for receipt of notices in this Agreement.

**4.5 Ownership:** Except as provided by State and local law, all reports, information, and data, including but not limited to computer tapes, discs, or files furnished or prepared by the COMPANY or its subcontractor (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.

The AGENCY is entitled to keep and use any reports and data it may reasonably need to administer its parking citation program during or in the event of termination of this Agreement. In the event this Agreement is terminated by either party, the COMPANY will be required to cooperate with the AGENCY in obtaining all data and reports necessary to assume administration of the program or contract with another company to administer the program.

**4.6 Property of AGENCY:** All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this Agreement are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) 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 for the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

**4.7 Confidentiality:** In order to enable COMPANY to carry out its work hereunder, COMPANY may under certain circumstances be required to share with AGENCY'S employees information contained in Materials and Systems (collectively the



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

"CONFIDENTIAL DATA"). AGENCY agrees that the information contained in CONFIDENTIAL DATA and marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similar language as to give notice to AGENCY or its employees notice of its confidential nature when submitted to AGENCY by COMPANY, shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form, except with prior written consent of AGENCY in accordance with Paragraph 4.8. AGENCY recognizes that irreparable harm could be occasioned to the COMPANY by disclosure of CONFIDENTIAL DATA which is related to its business and that COMPANY may, at sole expense, seek to protect such CONFIDENTIAL DATA by enjoining disclosure. However, AGENCY is not required to maintain "CONFIDENTIAL DATA" confidential and may disclose CONFIDENTIAL DATA in its sole discretion if disclosure is required by Federal, State or local law, the California Public Records Act, to comply with the Ralph M. Brown Act, or by subpoena or court order. Where disclosure of CONFIDENTIAL DATA is required to be disclosed by AGENCY pursuant to Federal, State or local law, or to comply with the California Public Records Act or the Ralph M. Brown Act, or as required by subpoena or court order, the AGENCY may make such disclosures in its sole discretion.

**4.8 Consent For Disclosure:** No CONFIDENTIAL DATA 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 who are reasonably necessary to properly effectuate the terms and conditions of this Agreement. This Non-Disclosure obligation shall survive the termination of this Agreement.

**4.9 COMPANY Files:** COMPANY shall maintain master files on citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail. COMPANY shall not disclose to any third party any confidential information contained in any citation obtained from the AGENCY.

**4.10 Storage for AGENCY:**

- A. COMPANY agrees to store original citations for the current year, plus two (2) years, at which time they will be returned to AGENCY. COMPANY will have such information available on the citation management system for a reasonable time period to permit AGENCY retrieval of such information.
- B. Subsequent to any termination of the Agreement, COMPANY will return a file containing all data belonging to the AGENCY.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

## **ARTICLE V – ADDITIONAL SERVICES**

5.1 Other Collections: COMPANY shall retain a percent of payments for delinquent citations that have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent parking citations: those citations so designated by the AGENCY, for which the California State Department of Motor Vehicles registration hold has been placed or dropped because of 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 that have gone through the first courtesy notice process without payment.
- C. Any other problem or special citations that the AGENCY so designates and refers to COMPANY under this Agreement.

5.2 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 VI - REPORTS**

6.1 Periodic Reports: COMPANY will submit reports to AGENCY the month following the month in which activity has been reported. The reports will track activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

- A. Report of Revenue Collected for Period
- B. Report for Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all citations at the beginning of the period, current period activity, and at the end of the period.
- D. A report for issuing AGENCY identifying registered vehicle owners with five (5) or more outstanding parking citations.
- E. A report for issuing AGENCY identifying the citations issued, location, violation, and officer.

6.2 Annual Reports: Annually, COMPANY shall comply with CVC section 40200.3 (b)

## **ARTICLE VII - TERM OF AGREEMENT AND ADDITIONAL SERVICES**



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

**7.1 Term and Renewals:** This Agreement shall be for an initial period of three (3) years, commencing as of the last date of signature. Unless notice of termination is made in writing by either party to the other no less than sixty (60) days prior to the end of the current term, this Agreement shall automatically renew for two (2) additional one (1) year terms for a total of 5 years. In conjunction with this automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. If the COMPANY seeks a reasonable price increase at the time of the automatic renewal, the COMPANY must give written notice of the price changes 60 days prior to the termination of the current term of the Agreement. The AGENCY has 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 within the requisite thirty (30) day response period, the term of the Agreement shall not be extended and the Agreement shall automatically terminate.

**7.2 Cancellation:** Upon a material breach or upon sixty (60) days written notice to COMPANY, the AGENCY may cancel or terminate this Agreement for any reason, with or without cause.

**7.3 Exclusivity:** AGENCY agrees to utilize only the services of COMPANY for services during the term of this Agreement for the processing of parking and administrative citations referred to above. AGENCY agrees during the term of the Agreement to not knowingly directly or indirectly assist a competitor of COMPANY in the performance of the services provided by COMPANY under this Agreement.

**7.4 Cost:** Please see Exhibit A for the Parking & Administrative Cost Proposal for the associated costs.

**7.5 Default:** Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

written default notice, as specified herein. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to terminate this agreement or to seek any appropriate remedy or damages by initiating legal proceedings.

## **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 ten (10) 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 any of its officers, employees, or agents under this Agreement, including, but not limited to, those arising from the COMPANY'S failure to maintain confidential any confidential information contained in any citations provided by the AGENCY, 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 under this Agreement.

## **ARTICLE IX - SUBCONTRACTORS AND ASSIGNMENTS**

9.1 Subcontracting: With AGENCY's prior written consent, COMPANY is authorized to engage subcontractors, as permitted by law at COMPANY'S own expense, and subcontractors shall be deemed agents of COMPANY.

9.2 Assignments: This Agreement may not be assigned without the prior written 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.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

## **ARTICLE X - INDEPENDENT CONTRACTOR**

10.1 COMPANY'S Relationship: COMPANY'S relationship to AGENCY in the performance of this Agreement is that of an independent contractor. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees or subcontractors of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall 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**

- (A) Time for Compliance: COMPANY shall not commence the Services under this Agreement until it has provided evidence satisfactory to AGENCY that it has secured all insurance required under this section. In addition, COMPANY shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to AGENCY that the subcontractor has secured all insurance required under this section. AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.
- (B) Minimum Requirements: COMPANY shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the COMPANY, its agents, representatives, employees or subcontractors. COMPANY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (1) Minimum Scope of Insurance: (1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if COMPANY owns no autos, Code 8 (hired) and 9 (non-owned); and (3)





2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

Workers' Compensation : Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

- (2) Minimum Limits of Insurance: COMPANY shall maintain limits no less than:
- (1) Commercial General Liability (CGL): No less than \$2,000,000 per occurrence and four million dollars (\$4,000,000) in the aggregate for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit;
  - (2) Automobile Liability: No less than \$2,000,000 per accident for bodily injury and property damage; and
  - (3) Workers' Compensation: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits;
  - (4) Employer's Liability: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the AGENCY if AGENCY receives written verification that COMPANY has no employees.

(C) Professional Liability (Errors & Omissions): COMPANY shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If COMPANY maintains broader coverage and/or higher limits than the minimum shown in this Agreement, AGENCY requires and shall be entitled to the broader coverage and/or higher limits maintained by the COMPANY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

(D) Technology Professional Liability Errors and Omissions Insurance: If appropriate to the COMPANY's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the COMPANY in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of AGENCY in the care, custody, or control of the COMPANY. If not covered under COMPANY's liability policy, such "property" coverage of AGENCY may be endorsed onto COMPANY's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of AGENCY that will be in the care, custody, or control of COMPANY.

c. The Insurance obligations under this Agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to COMPANY; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to AGENCY. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of COMPANY under this Agreement.

(E) If COMPANY maintains broader coverage and/or higher limits than the minimum shown in this Agreement, AGENCY requires and shall be entitled to the broader coverage and/or the higher limits maintained by COMPANY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

(F) Insurance Endorsements: The insurance policies shall contain the following provisions, or COMPANY shall provide endorsements on forms approved by AGENCY to add the following provisions to the insurance policies:

(G) Additional Insured Status: The Commercial General Liability policy shall be endorsed to state that: (1) the AGENCY, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the Services performed by or on behalf of COMPANY, including materials, parts or equipment furnished in connection with such Services; and (2) the insurance coverage shall be primary insurance as respects the AGENCY, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of COMPANY's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

COMPANY's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(H) Waiver of Subrogation: COMPANY hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said COMPANY may acquire against AGENCY by virtue of the payment of any loss under said insurance policies set forth herein. COMPANY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not AGENCY has received a waiver of subrogation endorsement from the insurer.

(I) All Coverages: Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with 30 day's written notice by certified mail, return receipt requested to AGENCY; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to AGENCY, its directors, officials, officers, employees, agents and volunteers.

(J) Primary Coverage: For any claims related to this Agreement, COMPANY's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to AGENCY, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by AGENCY, its directors, officials, officers, employees, agents and volunteers shall be excess of COMPANY's insurance and shall not be called upon to contribute with it in any way.

(K) Separation of Insureds; No Special Limitations: All insurance required by this Paragraph shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the AGENCY, its directors officials, officers, employees, agents and volunteers.

(L) Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by AGENCY. AGENCY may require COMPANY to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or AGENCY.

(M) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

satisfactory to the AGENCY.

(N) Verification of Coverage: COMPANY shall furnish AGEONY with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to AGENCY before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive COMPANY's obligation to provide them to AGENCY. AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

(O) Claims-Made Policies: If any of the policies provide coverage on a claims-made basis:

- (i) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;
- (iii) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, COMPANY must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

## **ARTICLE XII – SECURITY REQUIREMENTS**

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
- C) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

- D) AGENCY must inform COMPANY of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

#### **ARTICLE XIII – ENTIRE AGREEMENT**

13.1 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.

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

13.3 Location of Appeal Hearings: All appeal hearings shall be held at The City of Downey, City Hall.

13.4 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:



2603 Main Street, Suite 300  
Irvine, California 92614  
949-428-7241  
ClientServices@DataTicket.com

AS TO THE AGENCY:

City of Riverside  
3900 Main Street  
Riverside, California 92522

AS TO THE COMPANY:

Data Ticket, Inc.  
A California Corporation  
2603 Main Street, Suite 300  
Irvine, California 92614

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

AGENCY: CITY OF RIVERSIDE

COMPANY: DATA TICKET, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**  
**COMPENSATION**

**Data Ticket, Inc.**  
 2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

**City of Riverside**  
 Request for Proposals No. 2008  
 Citywide Citation Services – Fee Schedule

### Exhibit A – Fee Schedule

#### RFP 2008

#### Addendum No. 1

#### Exhibit D - Pricing Sheet

Service/Deliverable Description	Unit of Measure	Price Per Unit
Citation Processing - Automated	EA	\$ 0.38
Citation Processing - Manual	EA	\$ 0.40
Collection System Letters	EA	\$ 0.75
Delinquent Accounts/Special Collections Fee	EA	24%
DMV Hold Letters	EA	\$ 0.75
Notice Processing	EA	\$ 0.75
Final Notice Letters	EA	\$ 0.75
Out of State Processing	EA	24%
Administrative Adjudication Including Online Appeals	EA	\$ 0.50
Adjudication Document Scanning	EA	\$ 0.50
Initial Review Result Letter	EA	\$ 0.75
Hearing Examiner Services	EA	\$ -
Hearing Result Letters	EA	\$ 0.75
Hearing Examiner Services	HR	\$ 85.00
Payment Plan Application Processing	EA	\$ 5.00
FTB Processing (in Dollars)	EA	\$ 10.00
FTB Processing After Noticed Mailed (in Dollars)	EA	\$ 10.00
FTB SSN Lookup	EA	\$ 2.00
Warnings	EA	\$ 0.40
Handheld Lease	EA	\$ 40.00
Printer Lease - Included with Handheld	EA	\$ -
Software Licensing Fees	EA	\$ -
Software Maintenance with Data	EA	\$ 60.00
Preferential Permit Management Solution/Processing	EA	\$ 1.50
Mail Letter with Permit (add postage)	EA	\$ 1.35
Custom Letters (add postage)	EA	\$ 1.00

Please see the attached explanation for the cost proposal provided

Additional Services/Fees	Unit of Measure	Price Per Unit
Administrative Citation Processing - Automated	EA	\$ 5.00
Administrative Citation Processing - Manual	EA	\$ 7.00



## Pricing Description

Please see our detailed pricing description below and on the following pages:

On the prior pages, Data Ticket completed the City's Fee Proposal. On the following pages, we have provided the City with details regarding the fee proposal. Many of the Services quoted are optional, however, if the City expects maximum revenue collection and compliance, the full service offered is highly recommended.

### **Manual Parking Citation Processing: \$0.38**

#### ***Services for the above-mentioned items include:***

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

### **Electronic Parking Citation Processing: \$0.40**

#### ***Services for the above-mentioned items include:***

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

### **Manual Administrative Citation Processing: \$7.00**

#### ***Services for the above-mentioned items include:***

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

### **Electronic Administrative Citation Processing: \$5.00**

#### ***Services for the above-mentioned items include:***

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

### **Alternate Administrative Citation Processing: \$12.00**

- Today, the City pays a single flat fee of \$12.00 per Administrative citation processed. Should the City prefer to pay that single flat fee rather than the proposed \$5.00 or

**Data Ticket, Inc.**

2603 Main Street, Irvine, CA

[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240**City of Riverside**

Request for Proposals No. 2008

Citywide Citation Services – Fee Schedule

- \$7.00, plus the Delinquent Collection Fee of 24% if the citation is paid, Data Ticket will honor that proposal.

**Courtesy Notice:****\$0.75*****Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1<sup>st</sup> Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1<sup>st</sup> Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

**Out-of-State Parking Collections:****24% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI; Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.

**Delinquent Collections Parking and Administrative:****24% of revenue collected****(does not include collections made at City or DMV)**

- For Parking Citations, this fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason or when a 2<sup>nd</sup> notice is sent if sooner than 90 days.
- For Administrative Citations, this fee will be assessed when a citation is sixty (60) days past the citation issuance date.
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- **If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee**
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred

Data Ticket, Inc.  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

City of Riverside  
Request for Proposals No. 2008  
Citywide Citation Services – Fee Schedule

### **Franchise Tax Board Processing**

#### **SSN Look-up**

**\$2.00 per SSN**

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

### **FTB Processing**

**\$10.00 per Citation**

- The City has asked for this cost structure to be based on a flat dollar amount. As such, we have provided the cost of \$10.00 per citation sent to Franchise Tax Board for processing, regardless of whether the citation is collected. Alternately, should the City prefer, we will honor a proposal rate of 15% of the dollar value collected at Franchise Tax Board. This proposal negates the \$10.00 per citation fee.

### **Administrative Citations Advanced Collections**

**30% of revenue collected**

#### **- Legal Action Not Required**

- This fee is charged if a citation is paid at Advanced Collections
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at Advanced Collections, only the 30% of revenue collected will be charged

### **Adjudication:**

#### **Parking 1<sup>st</sup> Level Review Hold & Scanning of Review Request**

**\$0.50 per citation**

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

#### **Parking 1<sup>st</sup> Level Review Disposition**

**\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and render a disposition
- The disposition will be available online for the Agency's Staff to review

#### **Parking 1<sup>st</sup> Level Review Disposition Letters**

**\$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

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

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

**Hearing Disposition** **\$85.00 per hour**

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

**Hearing Schedule & Disposition Letters** **\$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

**(OPTIONAL)**

**Joint/Escrow Banking Services** **\$50.00 per account per month**

***Services for the above-mentioned item include:***

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card chargebacks and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice

Data Ticket, Inc.  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

City of Riverside  
Request for Proposals No. 2008  
Citywide Citation Services – Fee Schedule

- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

**Chargebacks and NSF's**

**\$1.25 per issued instance**

- Data Ticket will process credit card chargebacks and NSF's when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

**(OPTIONAL)**

**Refunds**

**\$3.50 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the City utilizes Joint Banking, Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

**Online Access for the Public:**

**Included**

The Public will have the ability to perform the following functions online:

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

**Online Access for the Agency's Staff:**

**Included**

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

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

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

- View real-time citation(s) data, including pictures taken by the Issuing Officer

**Data Ticket, Inc.**

2603 Main Street, Irvine, CA

[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240**City of Riverside**

Request for Proposals No. 2008

Citywide Citation Services – Fee Schedule

- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

**Reporting:****Included**

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

**Manual Payment Processing:****Included**

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

**Data Ticket, Inc.**  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

**City of Riverside**  
Request for Proposals No. 2008  
Citywide Citation Services – Fee Schedule

- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

**Registered Owner Information:** **Included**

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

**CA DMV Holds and Releases:** **Included**

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

**Customer Service:** **Included**

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

**Web Presence:** **Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

**Data Ticket, Inc.**  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

**City of Riverside**  
Request for Proposals No. 2008  
Citywide Citation Services – Fee Schedule

**Conversion:**

**Included**

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

**Credit/Debit Card Processing**

**\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com), via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit/debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

**Parking Citation Payment Plan Processing**

**\$5.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- The administrative fee will be added to the Agency's invoice and once the 1<sup>st</sup> payment plan installment is paid by the Patron, the administrative fee will be reimbursed to the Agency
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and if so, what the parameters for payment will be

**Administrative Citation Payment Plan Processing**

**\$15.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- The administrative fee will be added to the Agency's invoice and once the 1<sup>st</sup> payment plan installment is paid by the Patron, the administrative fee will be reimbursed to the Agency
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and if so, what the parameters for payment will be

**Credit Card Chargeback Processing**

**\$30.00 per transaction**

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



Data Ticket, Inc.  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

City of Riverside  
Request for Proposals No. 2008  
Citywide Citation Services – Fee Schedule

## DETAILED ANDROID PRICING

### 3 Year Lease Pricing

#### Samsung Galaxy S9+ & 3" Printer

**\$40.00 per unit per month**

Pricing at this level must be agreed to for the 14 handheld units and printer for a minimum period of 4 years.

#### Handheld Software Maintenance

**\$60.00 per unit per month**

This fee covers complete repair and replacement of any handheld unit damaged for any reason. There is no deductible charged to the City. Upon notification of damage, we simply prepare a unit to be Fed-ex'd to the City for replacement. In addition, this fee covers all software upgrades provided to the City and a data plan.

Pricing at this level must be agreed to for the 14 handheld units and printer for a minimum period of 4 years.

#### Training

**Included**

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

#### Cost Increases:

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

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

**EXHIBIT "C"**

**KEY PERSONNEL**

**Data Ticket, Inc.**  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

**City of Riverside**  
Request for Proposals No. 2008  
Citywide Citation Services

## **SECTION D – COMPANY PERSONNEL**

The team Data Ticket has proposed to work closely with the City of Riverside Personnel is well qualified in all areas of parking citation processing, implementations, conversion and processing and collections services.

All told, the team of individuals presented below have over 100 years of combined experience in handling the above-mentioned requirements of the City. But more importantly, our Team Members are consistently exposed to our over 400 clients, their business rules, their challenges, successes and the ever-changing industry in which we operate.

Below we have provided a table demonstrating the year of experience each of our Managers and Executive Team have in dealing with the exact scope of work defined by the City.

<b>Name</b>	<b>Department</b>	<b>Function</b>	<b>Years of Experience</b>
Brook Westcott	Chief Operating Officer	Contract management, IT oversight, Accounting oversight, enhancement management, City Council attendance –	15 Years
Heather Nowlan	Client Services	Implementation management, training coordination, report generation, City Council attendance - Project Manager	10 Years
Serena Smith-Banas	Client Services	Client setup, maintenance, assistance	3 Years
Meera Niranjan	Programming	Conversion	12 Years
Wanda Stone	Programming	Handheld Device configuration and training	13 Years
Shari Woolbert	Operations & Adjudication	Daily operational assistance, including citation adjustments, DMV access, real-time DMV lookups, etc. Daily adjudication assistance, Hearing Office Scheduling and 1 <sup>st</sup> Level Administrative Review dispositions	20 Years
Winston Liu	Data Entry	Daily data entry assistance	3 Years
Mariane Hernandez	Accounting	Daily accounting / banking assistance	12 Years
Elvira Orosco	Customer Service	Daily customer service assistance	12 Years

### ***Data Ticket Staff Access***

In addition to the individuals dedicated to the City on the prior pages, Data Ticket provides the highest level of services to each of our clients by providing access via phone, email and in person to all our Department Managers. We have adequately staffed

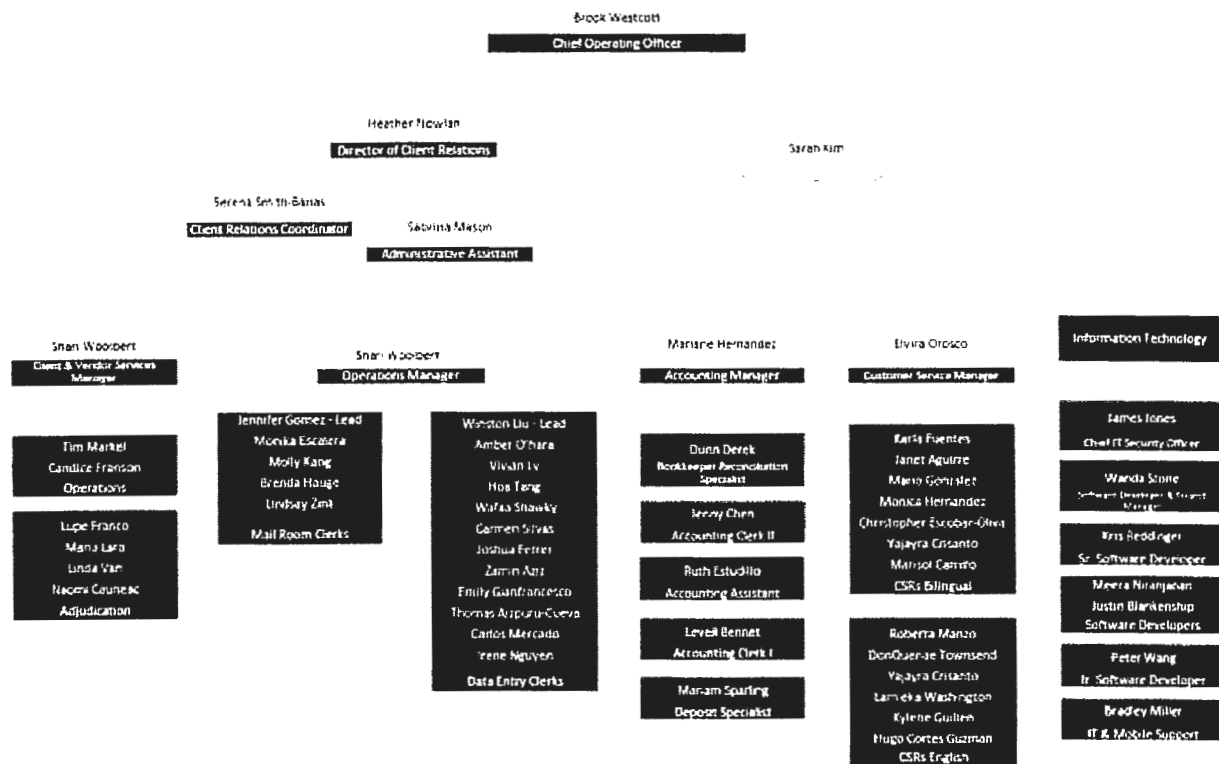
**Data Ticket, Inc.**  
2603 Main Street, Irvine, CA  
[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com); 949 428-7240

**City of Riverside**  
Request for Proposals No. 2008  
Citywide Citation Services

each Department to accommodate every client's needs. We do not share resources across Department; rather we have hired and maintain each Department such that there is no need to share resources; however, personnel are cross trained to ensure our entire staff is well versed in the entire citation processing lifecycle.

City Personnel will have access to all Managers, as well as individuals within each Department. In addition, individual and group emails as well as direct phone lines will be provided to City Personnel to ensure Data Ticket is always accessible. Finally, cell numbers for specific individuals will be provided to City Personnel should the need for after-hours assistance ever be required.

Below, we have provided the City with a high-level organization chart for Data Ticket. All the individuals identified on the chart work in the Irvine, California office and each of the individuals identified in the organization chart provided below will be made available to City Personnel throughout the life of the contract.



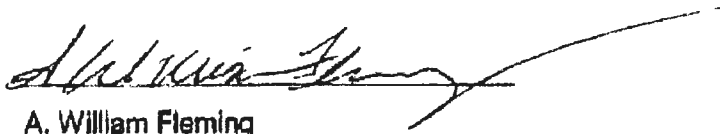
## DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, Data Ticket, Inc. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant sole signing and authority to conduct business to any one of the following person(s):  
The foregoing signing, and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Data Ticket, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation November 13, 2006, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Corporation this November 13th of 2006.



A. William Fleming

Secretary

## DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

Brook Westcott, Chief Operating Officer and Chief Financial Officer is hereby granted sole signing authority to conduct business on behalf of Data Ticket, Inc, including but not limited to the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by Data Ticket, Inc.