CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH TURBO DATA SYSTEMS, INC.
AGREEMENT NUMBER F001697

This "Agreement" is made as of this _____day of_____, by and between the City of Santa Rosa, a municipal corporation ("City"), and Turbo Data Systems, Inc., a California Corporation ("Consultant").

RECITALS

A.   City desires to contract for parking citation processing services for Parking, Division of Finance.

B.   City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C.   Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D.   The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1.   SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibits A and B ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A and B. Exhibit A and B is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2.   COMPENSATION

a.   City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B, including Fee Proposal Addendum. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked

Page 1 of 10

on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b.   The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c.   Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder for a not to exceed sum of four hundred and twenty-five thousand dollars ($425,000). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 050802.

3.   DOCUMENTATION; RETENTION OF MATERIALS

a.   Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b.   Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c.   Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4.   INDEMNITY

a.   Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b.   The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section

17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a.   Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b.   Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c.   Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Professional Services Agreement
Form approved by the City Attorney 8-1-15

City Representative: Consultant Representative:

Kim Nadeau   Roberta J. Rosen
Parking Manager   President
City Hall Annex   18302 Irvine Blvd., Ste. 200
90 Santa Rosa Avenue   Tustin, CA 92780
Santa Rosa, CA 95404   (714) 368-4808

8.   INDEPENDENT CONTRACTOR .

a.   It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b.   It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c.   If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d.   The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

Page 4 of 10

9.   ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10.   SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11.   TERM, SUSPENSION, TERMINATION

a.   This Agreement shall become effective on July 1, 2018, set forth on the first page of the Agreement, and shall continue through June 30, 2025, with one five year extension option agreed by both parties.

b.   City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c.   City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12.   TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 3, 2025.

13.   STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a

professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:
_____ yes __X__ no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office"

Page 6 of 10

Professional Services Agreement
Form approved by the City Attorney 8-1-15

statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16.   CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17.   CONSULTANT INFORMATION

a.   City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b.   Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c.   All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant

Professional Services Agreement
Form approved by the City Attorney 8-1-15

of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.   The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18.   MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b.   Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c.   Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d.   Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e.   Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed

Page 8 of 10

Professional Services Agreement
Form approved by the City Attorney 8-1-15

by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Turbo Data Systems, Inc.

TYPE OF BUSINESS ENTITY:
_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____
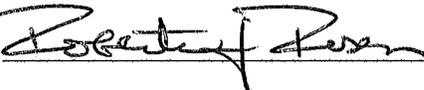
Print Name: Roberta J. Rosen_____

Title: _____President_____

By: _____
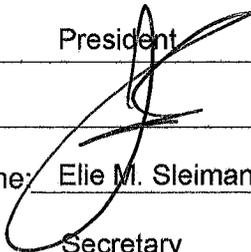
Print Name: Elie M. Sleiman_____

Title: _____Secretary_____

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print Name: Chris Coursey

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

_____
/City Clerk

City of Santa Rosa Business Tax Cert. No.

_____N/A_____

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B – Scope of Services/Compensation

Page 10 of 10

Professional Services Agreement
Form approved by the City Attorney 8-1-15

EXHIBIT A
SCOPE OF SERVICES

The minimum scope of work required includes, but may not be limited to:

1. Inputting hard copy citations, and maintaining citation information.
2. Obtaining registered owner information - On line, daily.
3. Sending notices of delinquent parking violation to registered owners, daily.
4. Placing late penalties on all past due citations daily.
5. Placing registration holds through the Department of Motor Vehicles (DMV), daily.
6. Applying payment information to citations, within 24-48 hours.
7. Providing an installment/partial payment plan and accepting partial payments for parking citation(s) as well as accepting partial payments on website.
8. Providing and managing a payment plan that complies with AB503.
9. Providing citation information to complainants using an IVR system and also human interface when and as needed.
10. Editing capability to correct dates, violation codes, and fine amounts and duplicate citations.
11. Maintaining phone notes within the citation record accessible to the City for callers.
12. Providing notes that can be maintained for both the City and Consultant to view and edit for various fields, such as reviews, hearings, voids, dismissals, changes, etc.
13. Updating citation information to reflect changes in disposition, and keeping notes as needed.
14. Providing secure web browser based access - no additional software should be required by the City to access the Consultant's system. Should not be browser or device specific.
15. Providing secure web browser based access for citizens to view, pay, contest, upload photos and print their citations. Should not be browser or device specific.
16. Providing Remote Data Entry.
17. City prefers multiple levels of user permissions, i.e. Administrator (permissions to all functions), Customer Service Representative (take payments, add citations), Senior Administrative Assistant (take payments, add citations, issue refunds).
18. Provide five (5) water resistant handheld ticket writing devices (including camera and printer) with software to upload citations. Handheld device to contain internal GPS and capability to flag previously issued warnings to parker. City may choose AT&T or VERIZON cellular communication service provider. Phone model may vary.
19. Devices can retain a minimum of four photos per citation.
20. Integrate with City's mobile payment application vendor to provide paid session license plate information in real time to the handheld device; and show recently active sessions within the last hour.
21. Integrate with City's automated license plate reader (ALPR) vendor to

allow fields to auto-populate into citation processing equipment directly from ALPR computer.

22. Maintain and update listing of scofflaw files on a daily basis for City to upload into the handheld ticket writers.
23. Providing monthly reports with access to the reports over the Web.
24. Providing ad hoc reporting capability with access to all data fields. Reports should be exportable to a delimited file format.

25. Providing monthly reports exportable to Excel.
26. Providing adequate system security and back-up provisions.
27. Putting appeals on hold and paraphrasing appellant's comments prior to sending to City, daily.
28. Tracking each step of 1st and 2nd level reviews of hearing process.
29. Provide notification to City of 2nd Level Hearings.
30. Scheduling 2nd level Hearings with City and provide all supporting documentation for in-person phone and written appeal requests.
31. A help ticket system for tracking problems and requests is desired.
32. The citation and all correspondence should have a barcode that will reference the citation information and can be used by any future payment kiosks installed in city facilities

SPECIFICATION

1. Consultant's computer system shall accept and update the citation database in real time, as information is transmitted. Consultant will be responsible for any and all formatting required to transmit data from any automated citation writer equipment, at no charge to the City.
2. Work with City to implement any changes required for the new proposed handheld ticket writer equipment.
3. Process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports.
4. Consultant shall keep phone notes, visible on the citation history screen, on all calls for later reference and follow up by the City.
5. Phone notes should capture the date, operator, reason for call, and comments. The system must accommodate multiple notes for one citation. Comments regarding compliments to or issues with the citation processing center must also be captured. Phone notes must be viewable by City staff.

Data Entry from Manual Citations
1. Data entry within 48 hours.
2. Edit capability to correct dates, violations codes and fine amounts.
3. Consultant to notify City regarding citations unable to be entered for any reason (no violation code, illegible handwriting on manual tickets, etc).
4. File and store citations in easily retrievable format.
5. File and store hard copy citations for minimum of two (2) years and then

destroy.

Registered Owner Correspondence

1. Mail delinquent parking violation notices fourteen (14) calendar days after the Notice of Violation (courtesy notice) and no later than twenty-eight (28) after the date of citation issuance, for all citations which the Consultant has been able to obtain registered owner information. Delinquent notices should be mailed on a daily basis, excluding weekend mailing dates.

2. Notices of Delinquent Parking Violation shall be printed on a laser printer. Notices shall not be generated on snap-out forms without carbon insert, or carbonless multiple-part paper stock. Notices shall be printed and mailed out daily.

3. Notices shall include all citation information with the exception of any private issuing officer "comments" and shall have the citation number in a prominent, easy-to-see area. The City prefers the option in the handheld ticket writer to opt- in officer "comments" so that they are printed and appear on notices. For example, when a gate runner leaves a garage and isn't issued a citation until the next business day, the officer comments should be displayed which would indicate the date and time of violation which would differ from the date and time the citation is issued

4. Notices of delinquent parking violation shall include four (4) to six (6) lines of custom text for a special message if needed. Notices should give a telephone number to the Consultant's customer service line for violation inquiries and for credit card payments. Notices should give a web address for violation inquiries and credit card payments. The Notices shall have a mailing address appearing through a #10 window envelope. All notices and letters must be formatted using Custom #10 window envelopes with a printed return address.

5. The Consultant shall provide the necessary postage, correspondence, and ability to track forms to meet all applicable State and local laws regarding citation processing and adjudication. The City will provide all manual and handheld computer citation forms, unless otherwise agreed.

6. Consultant shall generate Delinquent Notices for unpaid citations twenty-one (21) days after the issued date of the violation or fourteen (14) days after the Notice of Violation was sent; this date may change as needed or directed by the City.

7. Consultant shall mail final Delinquent Notice in accordance with City's approved late penalty schedule.

8. Non-sufficient fund (NSF) letters will be mailed to individuals immediately upon notification from the City that a check has not cleared. The notices shall state the amount of the original penalty, delinquent amount, and the appropriate NSF check fee.

9. Partial Payment Notices will be mailed to those who do not pay the full fine and applicable penalty. The notice shall indicate the amount that was paid and the remainder that is due.

10. Samples of all forms, notices, letters, etc., must accompany the proposal.

11. Consultant shall mail out-of-state notices of delinquent parking violations within seven (7) working days of receipt of registered owner information from other states.
12. System shall be able to accommodate a minimum of two (s) increases in penalties for delinquent citations to allow for administrative fees and costs. Consultant shall be able to identify and process partial payments.
13. Mail notices to lessees or renters of cited vehicles when provided with proof of written lease or rental agreement. This also applies to loaner vehicles such as auto repair loaner vehicles etc.

Registered Owner Name and Information Retrieval from Department of Motor Vehicles (OMV)

1. Retrieve registered owner data from California DMV.
2. Maintain internet access to DMV data base.
3. Must have manual access to registered owner information from California DMV upon request.
4. Review OMV "No Hit" list to insure license plate and state information entered correctly.
5. Confirm vehicle make and registered owner information.
6. Interface with all out-of-state OMV agencies and Transportation Ministries in Canada and Mexico that shall provide registered owner information.
7. Send delinquent requests for registered owner information to the appropriate out of state OMV.
8. CONSULTANT shall be responsible for any and all fees associated with obtaining registered owner information from the DMVand the motor vehicle departments of other states, Canada and Mexico. The Notice of Intent will be generated to the registered owner and the fine amount requested.
9. Process OMV holds or releases within 48 hours. The timetable to establish a registration hold at OMV shall be at the discretion of the City.
10. Establish and monitor payment plans pursuant to AB 503.
11. Consultant shall modify and correct OMV files if the amount of the penalty on Hold at OMV has changed, without additional charges to the City.
12. Consultant's system must have the ability to store previous and current owner information when transfer of ownership has occurred.
13. System must be able to interface with OMV for placing and releasing registration holds on a daily basis.
14. Place registration holds on the unpaid balance, for citations that have not been paid in full. Consultant shall notify OMV of any change in the bail amount of citations on hold.
15. System must be able to interface with DMV and process a monthly payment file.
16. The City may authorize additional grace periods, if needed,

which will automatically allow for additional payment processing time.

17. The City reserves the right to change the time frame for mailing notices of delinquent parking violation and for placing registration holds at any time during the term of the agreement. The City shall give the Consultant a minimum of one (1) day prior notice.

18. Consultant shall provide monthly notification of all reported make mismatches and bad address mail returns. Notice shall include citation number, license plate number with state, and error explanation.

19. Consultant will make every attempt to respond within 2 business days of all City requests for disabled placard registration information. For instance, the City would contact Consultant with a disabled placard ID number and would need the Consultant to provide who that placard is assigned to.

Payment and Data Processing

1. Provide integrated web-based secure citation processing management software to track citation from issuance, adjudication, payment and collections in real time.

2. Provide PO Box in California where payments are mailed.

3. Provide on-line credit payment capabilities, IVR and customer service acceptance of credit card payments. Internet access must be available twenty- four hours per day, seven days a week, year-round.

4. Credit card payments shall be immediately updated to the City's database in real time. Down time must be kept to a maximum of ten hours per year.

5. Provide Mailing Service to City one time per week for the purpose of sending manually issued citations and other documents to be delivered to Consultant. Any additional mailing service required to Consultant. during the week will be paid at the expense of the City. All Mailing/Shipping from Consultant to City will be at Consultant's expense.

6. Courier pickup from PO Box daily.

7. Open, sort and batch all incoming mail by postmark date for payment posting.

8. Make daily bank deposits directly into a City assigned bank account.

9. Enter and process payments within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits. Payments must be processed in-house using a real-time on-line payment processing capability.

10. Consultant shall indicate all applicable citation numbers on checks before depositing all checks via a desktop scanning application directly into City's account.

11. Forward deposit slips to City contact within 24 hours after each deposit, OR weekly if scanned image is emailed/faxed.

12. Provide reporting for all bank deposits upon request.

13. File and store all bank deposit information for a minimum of four years.

14. Send notification to registered owners when either a partial payment is

received (reflecting balance due), check payments are returned for insufficient funds, and for any unpaid citation when the vehicle has a change of ownership.

15. Maintain images of all envelopes with all inbound correspondence.

16. Respond to reasonable non-judicial public inquiries by phone mail and maintain phone notes within the citation record accessible to City.

17. Return questionable mail to City for decision.

18. Payment data shall be verified against the citation record at the time of payment to ensure that the payment is due and correct. If the citation is already paid, the duplicate payment should be returned to the payer by the Consultant and noted in the system phone notes and should not be processed or deposited. Instead, these payments should be returned to the violator (checks shall be returned "un- cashed"). The exception would only be if no return address is available.

19. Consultant must be able to distinguish problem citations that will allow for stop payment entry if directed by the City. For example, the City could enter an alert that would first pop up when accessing the citation screen that would direct the Consultant to return the un-cashed check (if received) to the violator. This should be available within the payment process.

20. Consultant shall provide monthly notification of all monies collected but not associated with a citation. These monies shall be deposited in the account designated by the City.

21. Consultant and City staff must post phone notes and any available account alerts regarding NSF payments to alert all parties involved to accept only cash, money order, or cashier checks from the violator.

22. Payments must be able to be processed in advance of the citation. In these cases, the data from the citation shall be updated when it is available. Consultant shall provide a report of all outstanding citations with payments made.

23. Verify amounts deposited by citation number.

24. Provide toll free number for citizen inquiries, M-F, 8 a.m. - 5 p.m. except City observed holidays.

25. Provide weekly reports for bank statement reconciliation.

26. Provide monthly Paid Citation Distribution Report.

27. Payments must be reconciled to moneys deposited to the bank. Moneys must not be commingled with any other City funds.

28. Payments shall be reconciled daily with bank deposits.

29. Consultant should provide a method for the City to handle administrative fines for disabled parking violations as detailed in eve 40226.

30. The City shall have the ability to enter remotely a new payment due date. If necessary, the City may also notify the Consultant to extend the citation to a new due date. No further processing will take place until this due date has expired. The process should be an automatic function that does not require user interface to reactivate.

31. City should have the ability to enter paper citations that have not been manually entered by Consultant. City staff should be able to enter citation number, date, and up to three violations into the system which

would show the amount due so that City can take payment in the event someone wants to pay off a citation before the paper copy has been delivered to Consultant. City staff should not have the ability to edit fine amounts during manual entry.

32. Consultant will have the ability to apply an overpayment to another citation as directed by City staff.

Remote Access

Remote access for multiple City workstations must be available using a standard PC. No additional or special software shall need to be installed to the l9cal workstations with the exception of a web browser and Adobe Reader. Access to the database must be available over the Internet.

Access to the data must be accessible by citation number, vehicle license number, name, or VIN and provide:

1. All citation information including the VIN, and photos taken,
2. Current status of the citation,
3. DMV inquiry date, hold, and release information and dates,
4. Delinquent notice information, registered owner, due date, mailing date, and make of vehicle as provided by DMV,
5. Administrative review, hearing court appeals and dispositions information,
6. Payment information includes all dates and amounts,
7. Registered owner information, including the VIN and any additional names if previously owned and cited,
8. Phone notes and any other notes included in the database,
9. The number of citations for each registered owner,
10. Vehicle registration history.

The City will have the ability to enter remotely:

1. Voids with reason codes, and notes capability,
2. Dismissals with reason codes and note capability,
3. Letter data and ability to add custom notes or edit reason contents,
4. Extensions with extension date and notes capability,
5. Promissory notes with extension dates and notes capability,
6. Review and Hearing updates, including notes or comments,
7. Review and Hearing dispositions, including notes or comments,
8. Citation data corrections
9. Photos of violation in jpg or pdf format
10. Phone notes (to be shared with the City and Consultant),
11. Citation data correction - all fields, including but not limited to the date, time, violations, location.
12. Payments, including partial payments, NSF, and refunds,
13. Violation changes
14. Upload documents to the citation screen that can be viewed by City and Consultant and will be saved for proper retention schedule of the citation,

15. City would prefer the ability to search and retrieve all correspondence the Consultant has sent out regarding any citation. This would include the Notice of Violation, Notice of Delinquent Parking Violation, Final Notice, Adjudication/Disposition letters, Partial payment letters, Payment Plan letters, Franchise Tax Board intercept notices, and Collections notices.

Violator Inquiry

1. The Consultant shall be responsible for responding to all inquiries and initial complaints regarding the status or disposition of citations, vehicle registration, etc.
2. Consultant shall provide a telephone number accessible in California (toll free), out of state, and out of country for citation inquiries. The service should include customer service in both English and Spanish. The telephone number should be unique to the City and not shared by other clients. The greeting of the telephone number should specially answer on behalf of the City, such as 'Welcome to the citation information line for the City of Santa Rosa."
3. The Consultant must provide interactive real time voice response for all inquiries. Consultant must provide the details of how the system functions and provide details on instructions provided to the caller, such as: payment instructions, contesting and other information that is unique to the City. This feature should be available in both English and Spanish and available 24/7.
4. Operator assistance must be provided during regular business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City holidays. Bi-lingual (Spanish and English) operator assistance must be available. Consultant shall immediately refer unresolved complaints by documenting the problem in phone notes and asking the caller to call the City's Parking staff.
5. Consultant must provide a website for accepting payments. Payment options by credit card should include; Visa, Master Card, and Discover Card. Consultant must be a certified credit card processor, meeting the requirements of the Cardholder Information Security Program (CISP) Compliance. A letter of PCI compliance shall be provided to the City's Finance Department for auditing purposes.
6. All credit card payments must be posted to the system immediately, real time.
7. Consultant must provide how a "charge back" would be processed and charged.
8. Consultant must provide the option for the City to link from the City's website to the Consultant's website for citizen payment options or appeal.

Corrections To Citations

Consultant must be willing to make corrections to citations and continue processing

the citation. This would include information like new registered owner information and processing like generating another delinquent notice.

Data Management, Reporting and Statistical Capabilities

1. Provide monthly reports online indicating the status of all citations, such reports to be available for City access by the 7tti day of the following month - but no later than the 1otti day. Consultant shall provide the option to export these reports to Excel. Consultant should also provide for Ad Hoc reporting (preferably that can be performed by City staff with access to all fields in the citation database) as well as exporting options. Consultant shall respond to reporting inquiries and requests from the City within forty-eight hours.
2. Consultant shall keep the monthly reports available for a period not less than 24 months.
3. Citation revenue reported shall represent actual fines collected rather than the face value of citations.
4. Consultant shall be responsible for correcting all system malfunctions and errors attributable to the vendor at no cost to the City.
5. Consultant shall provide access to citation processing information by multiple client workstations via the Internet using a web browser; no additional software required.
6. Maintain provisions for proven database management software and servers.
7. All data base information is to be maintained with strict confidentiality and Consultant is to provide description of securities at time of submittal.
8. Consultant agrees that the City owns the citation and permit data and must obtain permission from the City to share or utilize City's data for any purpose.
9. Provide all statistical reports including but not limited to: registered owner contact information, citation number and delinquent status for at least five years from date of citation.
10. Producing reports relating to: open citations, bank deposits, scofflaws and citations dispositions. The Consultant must be capable of delivering these reports to the designated City personnel on an agreed schedule.
11. Data system must be able to store, sort and or process the following items: citation number, date and time of issuance, badge number of issuing officer, comment field of 50 characters or more, vehicle license plate number, vehicle identification number, state code, registration expiration date, vehicle make/color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payments/documents post-marked dates, notification dates, Department of Motor Vehicle hold date, date citation entered into system, disposition codes, registered owner information, photos taken by issuing officers.

Disabled Citation Processing

1. Mailed in requests for dismissal of non-displayed or misused placards will be processed by City. Requests received by Consultant must be submitted to City for review via the online appeals portal.

2. In person reviews of non-displayed placards will be conducted at the City office by City personnel.
3. Update dismissal results from the City in the database within 24 hours.
4. Non-placard related disabled violations are contested through the normal appeal process.

Transition Plan

1. Import current citation data into their citation management system without downtime to enforcement operations. Consultant will ensure completion and accuracy prior to the go live date.
2. System conversion shall include all data currently in process for the citation processing including but not limited to:
   a) Open Citations- Minimum six years
   b) Closed Citations - Minimum of 24 months history
3. Consultant shall identify the system that will be utilized for the parking citation management system, including hardware and software specifications.
4. Consultant shall provide detailed conversion time-lines, including the minimum, maximum, and most likely conversion scenarios.
5. City desires implementation of the parking citation management system within thirty days (30) of "Notice to Begin".
6. Train City staff for operation of all software elements and equipment provided, including but not limited to, features, inquiry capabilities to citation database and use of handheld ticket writing devices at CITY building.
7. Facilitate installation of software and remote access to database by working in conjunction with the City IT department.
8. Obtain approval from the City of standard forms and letters prior to use, including notices of delinquent violation and delinquent penalty assessment time lines.
9. Confirm all types of customer correspondence including but not limited to examples of letters to be sent to customer and methods of communication to designated City personnel.

Support

1. Provide available staff support during normal City business hours: Monday - Friday 7:30 a.m. - 5:30 p.m. (unless otherwise approved) and contact for emergency after hours support.
2. Provide on-going support and training to the City using real-time remote support capability utilizing existing internet browser applications.
3. Provide user's manuals which include step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
4. Provide technical support and troubleshooting assistance for any and all hardware and software used by the City. Technical support and assistance must be available between the hours of 7:30 a.m. - 5:30 p.m. Monday through Friday, except City recognized holidays.

Database Backup & Off-Site Security

1. Consultant will ensure all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.
2. Consultant shall maintain parking citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
3. Consultant shall make multiple back up files throughout the day. Consultant shall state the efforts taken to protect the data in the event that a recovery process is required. Please define the Consultant's disaster recovery plan. Data recovery plan should also include off site data storage. Please include and define this backup and recovery process.
4. Consultant should define the web security used for access, reports, and credit card processing.

Other

1. Attend City meetings as needed or when requested at company's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
2. Consultant must be able to meet City's insurance requirements.
3. Consultant shall allow City to customize citation messages.
4. City reserves the sole authority and responsibility for voiding/dismissing citations and approving payment plans.
5. The parking citation management system shall allow voided/dismissed citations to be entered by the City via remote access using the Internet. The security clearance to void/dismiss a citation shall be limited by password, as authorized by designated City representatives. Each transaction should be able to be traced back to the designated person. All voids should have the ability to have a reason code and comments that will assist the City with later research.
6. Consultant shall provide a monthly report of citations voided/dismissed in the system, by Officer or user name and reason for the voided/dismissed citation.
7. Consultant shall provide a monthly report of appeal statistics by officer showing which cites were dismissed.
8. Consultant shall immediately notify the City's designated representative(s) by telephone, email, in person, or by FAX of any procedural problems that may occur.

Processing of Administrative Adjudication Service

The duties and tasks of Administrative Adjudication review shall include, but not be limited to the following actions:

1. Provide for on-line appeal processing and follow prescribed timelines and processes for persons contesting parking citations in accordance with the laws of the State of California.
2. It is preferred that Consultant accept daily emailed PDF file from City of all previous day appeals and administrative hearing requests received by the

City. The City will send this as one file and Consultant will be responsible to upload and assign each appeal to its proper citation.

3. Determine by postmark if appeal or request for administrative hearing is on time.

4. Consultant shall place all requests for initial/administrative review on "administrative hold" prior to forwarding these requests for initial/administrative review to the City. Information in the appeal, including any detail provided by the customer, must be included at the time the hold is placed.

5. Consultant shall track each step of the initial/administrative review and hearing process.

6. The City shall forward any dispositions to the Consultant for processing. The City shall have the ability to enter Review/Hearing information/dispositions on line via the Internet using a web-based system.

7. Scan all mailed in appeals within 24 hours of receipt, scheduling monthly hearings conducted in-person and/or by written declaration.

8. Consultant must provide editable reason (codes) to select why a citation is upheld or dismissed.

    a. City desires up to 50 liable codes. Each liable code shall provide for at least 100 characters.

    b. City desires up to 50 "not liable" codes. Each "not liable" code shall provide for 100 characters.

    c. The City desires the ability, via the online review portal to edit these codes at any time and will be properly reflected on future disposition letters.

    d. If these codes do not provide the level of detail required for the disposition letter, the Consultant should provide the ability for Citation Review Officer notes that will allow for up to 2,000 characters, and will allow specific text to be entered by City staff and will be displayed below the decision code on the adjudication letter which will provide clarity to the appellant. This will allow for the Citation Review Officer to provide citation specific information that cannot be conveyed through the pre-set codes.

9. Consultant should have the ability to generate disposition letters to provide the reason for the outcome of the review or hearing. The letter would include the reason and custom text that will provide the violator with specific information detailing the outcome. This is a requirement based on AB 602, January 1, 2009.

10. Consultant should have the ability to print Citation Review Officer notes on disposition letters. The area would ideally be able to accommodate 2,000 characters and would appear below where the decision codes are printed or some other space on the letter that is clear and easy to understand.

11. Consultant shall accept, with payment, requests for 2nd level appeals

and notify City of request for 2nd Level Appeal.

12. Consultant shall schedule each hearing, providing to City back up information for the given citation (from the appellant). Consultant shall send notification of date and time to each person requesting a hearing and notify City.

13. Procedure for In-person Hearings: Hearings are scheduled approximately three weeks in advance and held at the City of Santa Rosa. Consultant to print and mail (by first class mail) customized hearing notification letters on behalf of the CITY. Respond to inquiries from the public regarding date and time of hearing, mailing date, location of hearing and directions to hearing location and resend letters should a change occur or if rescheduling of a hearing is requested. The hearing officer conducts the hearings, does any background investigation she may need, makes her determinations and then enters her judgments into the Consultant's website.

14. Procedure for Written Hearings: Consultant collects any information provided by the appellant and the City. The Consultant provides this material to the City's hearing officer. The officer reviews the material, makes judgments, and enters a decision on the Consultant's web site on the same day as the in-person hearings.

15. System must be integrated with parking citation system(s).

16. Provide inquiry capabilities for citations in the administrative review process.

17. Enter administrative review requests within 48 hours.

18. Sort and batch administrative review requests by postmark date.

19. Enter and maintain database of all administrative review requests received showing status of each request.

20. File and store all source documents for ease of retrieval if necessary for a minimum of three (3) years.

21. Respond to telephone inquiries regarding how to contest violation, outstanding penalty amounts or delinquent fees, or any other pertinent information in order to contest a citation in the City.

22. Hearing tracking system must be linked to citation database in real time to obtain citation information such as citation issue date; delinquent date, amount owed, and other citations open with the same license plate numbers

Collections

1. Provide delinquent payment collection services. Reports on collections will include various categories of outstanding citations including:
   - a) Out of State Delinquent Citations
   - b) Citations not on hold at DMV
   - c) Citations removed from DMV Hold after 2 years
   - d) Citations removed from DMV hold due to Transfer of Ownership

2. Transfer outstanding citations (DMV No Holds or DMV Transfer of Ownership Releases or Non-California plates) into a collection database system on a weekly basis.

3. Mail up to two collection letters for each citation requesting payment.

4. Send delinquent accounts to qualified credit reporting agency on a weekly basis, if permissible under California state law.
5. Report paid accounts weekly to qualified credit reporting agency, if permissible.
6. Process payments processed daily and deposited to the City's regular citation processing bank account.
7. Handle all collection related calls through a toll-free number.
8. Provide a monthly report showing all accounts moved to the collection system and all payments received due to Consultant collection efforts.

Contract Requirements
1. Consultant shall meet all requirements of the specifications contained herein, as well as all legislated mandates by the State of California, California Vehicle Code, and local City Municipal Code.
2. No portion of the contract shall be permitted to be subcontracted to another private or public agency without the express written approval from the City. Consultant must disclose the nature of work being subcontracted and the name of the private or public agency.
3. Consultant agrees to cooperate with City and any new Consultant that may be employed by the City to provide citation processing and/or online permitting services in the future with migration of data and transition of services.
4. Consultant will comply with the federal "Debt Collection Practices Act" (15 USC 1692, et seq.)

Franchise Tax Board (FTB) Offset
1. Consultant shall be able to assign past due citations to the FTB.
2. Citations issued to California license plates that have completed the regular citation processing steps and have either been rejected for DMV Hold or have been removed from DMV hold will be qualified for this service. The program intercepts Personal Income Tax only, no corporate or partnership funds.
3. FTB will collect outstanding parking violations by deducting the amounts owed to City from citizens California State Tax Refunds and/or California Lottery winnings.
4. The FTB will send City a weekly detail report showing the intercepts (collections) that occurred that week. The weekly detail report must be reported to Consultant immediately so Consultant can clear the database of outstanding accounts.
5. The City of Santa Rosa is aware additional citation processing and support services may be available. Responses to this RFP are encouraged to include descriptions and costing of any and all additional services the agency can provide. Known additional services include but are not limited to:
    a) Past due correspondence.
    b) Residential and Parking Lot permit management/accounts receivable program.

City's Duties and Responsibilities

1. Provide deposit slips and endorsement stamps.
2. Reconcile daily deposits.
3. Responsible for credit card disputes and bank deposit corrections.

4. Process refunds for overpayments.
5. Issue surcharge check to County.
6. Provide guidelines to Consultant regarding criteria to waive late fees and offer payment plans to customers.
7. Monthly DMV check balanced to file received from DMV. Answer questions referred by CONSULTANT.
8. Provide direction on unique questions and concerns from violators.
9. Provide PC's and Internet access for connection to CONSULTANT database.
10. Sign necessary DMV forms when required for DMV access.

Exhibit "B"
Fee Proposal

Description	Cost
Cost to lease or purchase FIVE Handheld Ticketwriters	See Attached Addendum
Handheld maintenance cost, per unit	See Attached Addendum
Handheld software	See Attached Addendum
Processing cost per citation: Electronic	$ 0.45
Processing cost per citation: Manual	$ 0.60
First notice, including postage	$ 0.79
Minimum Monthly Processing Fee	$ 0.00
Delinquent notice letter, per notice	$ 0.79
Other correspondence letters, partial payment letters, etc. per instance	$ 0.79
Conversion cost per notice of parking violation transfer of records, if applicable	$ N/A
On-line access per workstation, if applicable	$ 0.00
Payment processing, per payment, if applicable	$ 0.00
Credit card convenience fee	$ 0.00
1st level hearing hold placements, per instance	See Attached Addendum
2nd level hearing scheduling, per instance	$ 0.00
Payment plan administrative fee, per instance	$10.00
DMV hold placements, per instance	$ 0.00
Out of state collections, per instance	$ 28%
FTB collections, per individual	$ 2.50 + 15%
3rd party collections, per instance	$ 28%
Online permitting option	See Attached Addendum
Any other costs not specifically listed (Please identify)	See Attached Addendum

*Including Addendum as attached.

Exhibit "B" Fee Proposal Addendum	*City of Santa Rosa*

Basic Fee per Electronic Parking Citation Issued	**$0.45 per citation**
Basic Fee per Manual Parking Citation Issued	**$0.60 per citation**

Included	**The price includes the following services:**
✓	Entry/import of all citations. City will scan batches of manual citations to TDS
✓	Citation dispositions (bounced checks, payments, extensions, etc.)
✓	DMV interface (r/o retrieval and placing and releasing registration holds)
✓	Weekly/monthly reporting readily available and accessible over the Internet
✓	Toll-free telephone number (for public access)
✓	Interactive Voice Response System (IVR)
✓	Customer Service Representatives (8:00 am – 5:00 pm, Mon - Fri, excluding holidays)
✓	Daily pick up of payments and other documents from a TDS provided P. O. Box
✓	Mailing/Shipping to City from TDS will be paid by TDS. TDS will absorb cost of 1 mailing per week from City to TDS. Additional shipping/mailings per week to TDS will be at Agency's expense.
✓	www.pticket.com/santarosa Web pages customized for the Agency
✓	Database maintenance / Daily system backups
✓	Secure, online access for Agency Staff to citation database; Agency provides PC with internet access
✓	Documentation and training for use of TDS provided online system
✓	Ongoing Client support and Training

Reminder Notices (Notice of Violation)	**$0.79 per notice mailed (includes postage)**

Includes: all forms, envelopes, return envelopes and printing. Reminder notices are mailed 21 days after issuance or per agency timeline.

Other Correspondence, Notices & Letters	**$0.79 per notice mailed (includes postage)**

Includes: all forms, envelopes, and printing. NSF letters, Partial payments, Name and address changes, Drive away notice, Final Notices, DMV Hold Letters, etc. (Excludes FTB and ICS notices)

Review & Hearing Notices/ Letters	**$1.26 per letter mailed (includes postage)**

TDS mails all initial review result letters, hearing notification letters and hearing result letters as required. All forms, envelopes, and printing are included with the mailings.

Paperless Appeals (Scanned and Mailed-in)	**$0.95 per Appeal**

This service allows for **online submitted appeals** and a **100% PAPERLESS** appeal system. All mailed-in appeals are scanned in to the system and are reviewable by Agency staff using the *eAppealsPRO* online review system. All appeals are in the same place, and the documentation is saved electronically. A complete history of all appeals and their results, who made the decisions, etc., is available online at all times for the Agency. Includes Hearing services, scheduling and coordination. City will scan the Administrative Hearing cover sheet to TDS and retain the hearing packet back up materials. Documents for Court provided to agency when required.

Exhibit "B" Fee Proposal Addendum	*City of Santa Rosa*

Out-of-State Processing	*28% of amt. collected*
TDS absorbs costs to retrieve out of state registered owner information. **Nlets** electronic access for all 50 states.	
Franchise Tax Board Collections	**$2.50 per account plus 15% of amt. collected*
TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters (no letter fee), and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. **This fee is subject to change each new FTB year.*	
Innovative Collection Services-ICS	*28% of amt. collected*
Applies to citations a minimum 90 days past issue date. Additional penalties applied, and up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. Payments collected at DMV will not be billed this fee.	
Credit Card Payments (Internet and Phone/IVR) *VISA/MASTERCARD/DISCOVER*	*No Charge to Agency*
A **$3.95** convenience fee per citation paid is charged to the customer for this service. This fee covers the cost of ongoing maintenance, support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change).	
Payment Plan Administrative Fee	*$10 Per Instance*
TDS will provide a payment plan option for the Agency. Qualified citations will be entered into plans. Plans will be tracked in the system, partial payment notices will be mailed after each payment at regular notice rates. Plans in default will be reactivated for processing, DMV, Collections, etc.	

Cost Increases:
Postal Rate Increase Offset:
If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.

CPI Increases:
Pricing may be adjusted by the CPI increase annually.

Exhibit "B" Fee Proposal Addendum	*City of Santa Rosa*

Lease ticketPRO Magic-S8 Active	*Santa Rosa*

Summary for Lease Options - Smartphone with 4G Data Plan	Unit Price
5-Year ticketPRO Magic Lease - All inclusive	**$100/mo./unit**

Details for Lease - Smartphone with Data Plan

Item & Description	Rate
Smartphone: Upgrade to Samsung Galaxy S8 Active // 5.8" Color touch-screen // **Military spec. MIL-810G**// Car Charger //Includes case	Included
ticketPRO Magic Software and License	Included
ticketPRO Magic Software Setup/Configuration Initial setup and installation of software with Agency specific information // Includes 1 Day Training with initial purchase	Included
ticketPRO Magic Software Maintenance and Support: Remote servicing and updates // Fast phone replacement swap // user support including Remote Connect assistance // email support for Agency requests	Included
Managed 4G Data Plan	Included
Lost/Stolen/Damaged Replacement (Smartphone only): A fully configured smartphone with ticketPRO Magic software will be replaced within 3 full business days of reported incident with a deductible fee. Each covered phone can have two replacements in a 12-month period ($250 per replacement; $950 for 3rd time).	Included

Printer Pricing

Item & Description	Rate
Existing Bluetooth Printer: Datamax MF2Te printer // Includes Lithium-Ion Battery // AC Charger // Configured to Agency's ticketPRO Magic system	Included
5-Yr Extended and Comprehensive Warranty: Parts & Labor, including physical damage or abuse // TDS will provide a loaner unit while unit is in repair //excludes batteries and accessories // Lost or stolen printers will replaced at $780 per printer. (Warranty length based on selected rental/lease term)	Included
Belt Clip: Heavy Duty // Fits all utility belts // Wraps around belt with Velcro release Or **Shoulder Strap:** Heavy Duty Nylon // Adjustable comfort-wide	Included (1 per printer)

Supplies

Item & Description	Rate
Citations and Envelopes: Citations are water and heat resistant poly-thermal. Standard and Custom design are available. Envelopes are preprinted with payment address and online payment options. Pricing varies with quantity ordered.	**Starting at:** **5k Citations=$400** **5k Envelopes=$400**

Alternative Smartphone/Carrier/Printer Models are available; Cost may vary.
Sales tax not included.
Early Termination Fees: $35 a month per unit for the remainder of the lease term.

Exhibit "B" Fee Proposal Addendum — *City of Santa Rosa*

Cost Proposal for Permit Management:

PROCESSING FEES – PERMIT MANAGEMENT (OPTIONAL SERVICE)	
ONE TIME STARTUP COST	**$2,000**
Includes: Database Creation, System Setup of Tables, Project Management, Client Approval, Web-Based training, Web Site Customization	
MONTHLY SERVICE/CLOUD-HOSTING FEE	**$300**
This fee will cover the basic maintenance and availability of the system for the public and the City.	
Also Includes:	
✓	Portal Account Registration
✓	Online Permit Applications by Public & Uploading of Documents
✓	Inventory Stock Management
✓	Allows Mailed-in or OTC Permit Applications
✓	Web-Based Payment
✓	PO Box established by TDS for Mailed-in Applications
✓	All other correspondence will be mailed or scanned between TDS and the City
✓	"Self-Service" Internet access 24/7 for the public to view their permit information
✓	Online Agency Support via email 8am-5pm Monday-Friday (excluding Holidays)

Permit Fee • Physical Permits; Non-Digital Permits	**$1.00 per permit**
Online (Digital) Permit – No Review – No Fulfillment • Virtual or PDF Permits	**$0.25 per Permit**
Permit Manual Entry/Import by TDS • Includes document validation, when required	**+$2.00 per Permit**
FULFILLMENT SERVICES	**$1.50 per permit + first class postage**
TDS will assign approved permits and deliver via mail with letter.	
Permit Stock/Supplies	**Supplied by Agency**

| Exhibit "B" Fee Proposal Addendum | *City of Santa Rosa* |

Cost Proposal for Permit Management (Cont.):

OTHER LETTER CORRESPONDENCE	*$1 per letter + first class postage*
This fee will cover the mailing of a single page of information, such as a simple renewal letter or a rejection letter, etc. Other mailings outside of the fulfilment process can be negotiated.	

Permit Processing Bank Management	*$50 per month Plus bank fees/charges*
- Process all permit deposits into a separate account setup for Agency - Write a check to TDS for services rendered - Reconcile the account monthly - Provide monthly reconciliation of all activities in the account - Write a check to Agency monthly for the balance of the funds $5 fee per NSF and Refund check **Note: Reduced to $25 per month if TDS Bank Management is already established**	

Credit Card Payments (Internet)	*No Charge to Agency*
A convenience fee of **4% of the amount paid** is charged to the customer for this service. This fee covers the cost of ongoing maintenance, support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. Optionally, the Agency may choose to pay this fee. (Fee subject to change).	

CUSTOMIZATION CHARGES (OPTIONAL)	*$120 PER HOUR*

All quoted prices are valid 180 days from the date submitted