



CONSENT CALENDAR  
May 23, 2023

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: David Sprague, Interim Fire Chief  
Peter Radu, Assistant to the City Manager  
Subject: Piggyback Contract – Data Ticket for Administrative Citation Processing

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments which align with the City of Downey's existing contract and any amendments, with Data Ticket to provide Administrative Citation Processing from May 1, 2023 until September 21, 2025 in an amount not to exceed \$100,000 with an option to extend for an additional three (3), one (1) year terms in alignment with the City of Downey contract for a total contract value not to exceed \$300,000 (May 2023 through September 2028).

FISCAL IMPACTS OF RECOMMENDATION

This contract will start in FY2023 by the Fire Department and Neighborhood Services. All funds required to pay for this contract are in the Department's baseline operating budget or will be offset by the revenue received from the collections. Funding sources include but are not limited to; Measure FF, UC Settlement, and the General Fund.

CURRENT SITUATION AND ITS EFFECTS

The Fire Department and Neighborhood Services Code Enforcement currently rely on a paper-based citation system for the issuance of any administrative citations related to their work. The staff time associated with processing one citation is so great that the programs are effectively not used when necessary after education efforts are not successful in mitigating violations. While issuing citations are a last-resort of an enforcement process, they are sometimes necessary as a tool to gain compliance with applicable codes and help ensure the safety of residents. Examples of applicable processes are:

- Fire Department, Annual Wildland Urban Interface (Fire Zone 2 & 3) Defensible Space Inspections
- Fire Department, Annual Fire Prevention Inspections for Multi-Family Residential and Business occupancies

- Neighborhood Services Code Enforcement: Blight, Illegal dumping, graffiti, sidewalk violations and other quality of life issues; coordination of enforcement for complex cases with multiple violations involving several city departments.

A 2018 City Auditor’s report<sup>1</sup> found that the City’s Code Enforcement Unit is understaffed for its workload, resulting in inefficient customer service to the Berkeley community. Since that time, the City has been unable to fund additional Code Enforcement staff due to numerous competing priorities, but workload—especially during the pandemic, with the advent of COVID-related violations—has only grown. This contract will provide administrative efficiency and support for some components of Code Enforcement (namely, violation and citations processing) which will free existing staff time up to focus on aspects of the job that require trained expertise.

### BACKGROUND

The City of Downey, a similarly sized City [to Berkeley] in Southern California, conducted a competitive Request for Proposal (RFP) process that solicited bids for a vendor to provide “Parking and Administrative Citation Processing and Collection Services”, (Attachment 1), which opened on April 21, 2020 and closed on May 20, 2020. Data Ticket, Inc. was selected as the most responsive vendor and was awarded a base contract period that runs from September 22, 2020 through September 21, 2025 with three (3), one (1) year options to extend (Attachment 2). The Fire Department and Neighborhood Services Code Enforcement are requesting to piggyback off the City of Downey Contract for the same services.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This program will allow the transition from paper based administrative citation systems to digital. Transitioning from a paper-based administrative citation system to a digital system can have a positive impact on environmental sustainability. It can reduce paper usage and waste, as well as decrease the need for transportation and storage of paper documents. Additionally, digital systems can often be more efficient and streamlined, reducing the overall environmental impact of administrative processes.

Removing hazardous vegetation in the Very High Fire Danger Severity Zone can also have a positive impact on environmental sustainability and help mitigate the effects of climate change. Wildfires can release large amounts of carbon into the atmosphere, contributing to the overall increase in greenhouse gas emissions. By reducing the probability of ignition during a wildfire, the program can help reduce the frequency and severity of wildfires, ultimately helping to mitigate the effects of climate change.

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<sup>1</sup> Audit Report: Code Enforcement Resources Significantly Constrained and Improvements Needed in Case Management and Oversight: [https://berkeleyca.gov/sites/default/files/2022-01/Code%20Enforcement%20Resources%20Significantly%20Constrained\\_Fiscal%20Year%202018.pdf](https://berkeleyca.gov/sites/default/files/2022-01/Code%20Enforcement%20Resources%20Significantly%20Constrained_Fiscal%20Year%202018.pdf)

**RATIONALE FOR RECOMMENDATION**

Staff are responsible for the inspection and enforcement of a variety of codes. Staff take an educate first approach in most situations, however, the issuance of citation is required to gain compliance in some situations. Staff currently rely on a decades old, paper-based citation process which requires an inordinate amount of staff time to complete. This can result in delays in issuing citations and gaining compliance, ultimately impacting the safety and well-being of the community. Because of this, the current system is ineffective in ensuring compliance with the Municipal Code.

The transition to a digital system will also help improve the overall effectiveness of the inspection and enforcement process. By reducing the administrative burden of issuing citations, staff can focus on education and outreach, promoting compliance through understanding.

**ALTERNATIVE ACTIONS CONSIDERED**

Continue with paper-based citation processes.

**CONTACT PERSON**

David Sprague, Interim Fire Chief, (510) 981-3473  
Peter Radu, Assistant to the City Manager, (510) 981-7045

**Attachments:**

- 1: Resolution
- 2: Downey RFP - Citation Processing Final
- 3: Downey Contract Signed 092220

RESOLUTION NO. ##,###-N.S.

PIGGYBACK CONTRACT: DATA TICKET FOR ADMINISTRATIVE CITATION  
PROCESSING

WHEREAS, the Fire Department and Neighborhood Services Code Enforcement currently rely on a paper-based citation system for the issuance of any administrative citations related to their work, and

WHEREAS, the staff time associated with processing one citation is so great that the programs are effectively not used when necessary after education efforts are not successful in mitigating violations, and

WHEREAS, while issuing citations are a last-resort of an enforcement process, they are sometimes necessary as a tool to gain compliance with applicable codes and help ensure the safety of residents, and

WHEREAS, the City of Downy, a similarly sized City [to Berkeley] in Southern California, conducted a competitive Request for Proposal (RFP) process that solicited bids for a vendor to provide “Parking and Administrative Citation Processing and Collection Services”, (attached), which opened on April 21, 2020 and closed on May 20, 2020. Data Ticket, Inc. was selected as the most responsive vendor and was awarded a base contract period that runs from September 22, 2020 through September 21, 2025 with three (3), one (1) year options to extend, and

WHEREAS, the Fire Department and Neighborhood Services Code Enforcement are requesting to piggyback off the City of Downey Contract for the same services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments which align with the City of Downey’s existing contract and any amendments, with Data Ticket to provide Administrative Citation Processing from May 1, 2023 until September 21, 2025 in an amount not to exceed \$100,000 with an option to extend for an additional three (3), one (1) year terms in alignment with the City of Downey contract for a total contract value not to exceed \$300,000 (May 2023 through September 2028).



**City of Downey**

# **Request for Proposals**

## **Parking and Administrative Citation Processing and Collection Services**

**2020**

**Proposal Due Date**  
**Wednesday, May 20, 2020, 2020**  
**10:30 AM**



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NOTICE TO PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Downey will receive formal proposals for:

**PARKING AND ADMINISTRATIVE CITATION PROCESSING AND COLLECTION SERVICES  
AS DESCRIBED IN THE REQUEST FOR PROPOSALS**

Each proposal shall be submitted electronically through **The City of Downey's Online Bid Portal** no later than **10:30 a.m. on Wednesday, May 20, 2020** local time. This Request for Proposals (RFP) describes the project, scope of services, submission requirements, and selection process. Proposals that do not meet the submission requirements specified herein will not be considered.

The City intends to enter into negotiations with the firm judged to be the best qualified, based on the selection process, to establish a contract for the processing of parking and non-parking administrative citations, and the collection of parking/administrative fines. Issuance of the RFP does not obligate the City to enter into contract negotiations nor award a contract, nor is the City liable for any costs incurred by a firm in the preparation and submittal of its proposal for the subject work. The City retains the right to award contracts for parts of this work to several proposers, or to re-solicit proposals.



CITY OF DOWNEY  
11111 Brookshire Avenue  
Downey, CA 90241  
562.904.2308

REQUEST FOR PROPOSALS FOR  
PARKING AND ADMINISTRATIVE CITATION PROCESSING AND COLLECTION SERVICES

1. INTRODUCTION

The City of Downey (City) is seeking proposals from qualified firms for professional services to act as Citation Processor to receive and process parking and non-parking administrative citations. The City desires to engage a single entity to provide a complete range of professional consulting services to support its Parking and Administrative Citation Program, as described hereinbelow, as an extension of the City's staff.

Proposals should demonstrate the firm's proven capabilities in processing and managing both parking and non-parking administrative citations, and that the firm can successfully abide by the guidelines set forth in California Vehicle Code Division 17, Chapter 1, Article 3 ("Procedure on Parking Violations") and Downey Municipal Code Article I, Chapter 4 ("Administrative Citations"). It is anticipated that the selected firm will be knowledgeable of current and proposed changes in California law as it relates to the processing of parking and non-parking administrative citations, as well as to the collection of delinquent parking/administrative fines. The full contracted scope of work shall be negotiated with the selected firm based on the services proposed by firm and/or required by the City. It is essential for the firm selected to recognize the need to preserve the collegial and participative culture of the City environment while effectively and efficiently completing projects. It is critical that the firm is successfully able to blend the authority delegated to the firm by the City with the City's non-delegable responsibilities to form a constructive and effective working relationship.

The Citation Process staff person will report directly to the Special Operations Sergeant of the Downey Police Department for parking citations and the Code Enforcement Supervisor for non-parking administrative citations, but will also interact with the City Manager, Director of Finance, Code Enforcement, and City Prosecutor, as well as various departments throughout the City.

The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subconsultant basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Program and Project Management Agreement with the City. Proposers are required to reveal all parties and relationships with their Proposal for any joint offer submitted under this RFP.

2. BACKGROUND AND DESCRIPTION

The City has a population of 113,407 and located in southeast Los Angeles County, California, 13 miles southeast of downtown Los Angeles. Citations for parking violations and other provisions of the Downey Municipal Code are written and processed daily by city staff and forwarded to a professional





company for processing. Citations are issued utilizing both electronic handheld devices and hand written paper citations.

### 3. SCOPE OF REQUIRED SERVICES

See Exhibit A and B for full scope of services requested.

#### 1. PROPOSAL REQUIREMENTS

##### 1.1 General

It is important that your submission exactly follows the format below and that the sections are numbered to correspond to requirements below.

##### 1.2 Contents

###### A. Executive Summary

Provide an overview of the entire proposal describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions required in this RFP. Include in your summary the reasons why your firm should be selected.

###### B. Table of Contents

###### C. Firm Information

###### Identification of the Proposer

- Legal name and address of company.
- Legal form of company (corporation, partnership, etc.).
- Address, phone number, facsimile number, email address, website address, direct email address, of the person that will be primarily responsible for providing services for this Proposal and for scheduling an in-person interview if the Proposer is selected for one.
- California Business License Number.

Note: If this is a joint venture, note how long the joint venture has been in business and the owners. The City intends to contract with a single firm and not



with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime sub-consultant basis, rather than as a joint venture or informal team. The firm acting as the “prime”, if it receives the Award, will enter into the Program and Project Management Agreement with the City. Proposers are required to reveal all parties and relationships with their Proposal for any joint offer submitted under this RFP.

#### D. Staffing Resources

##### 1. Firm Staffing and Key Personnel

- Provide total number of professional staff employed by the firm.
- Identify at a minimum three (3) persons who will be principally responsible for working with the City and have a direct day-to-day role for the PPM. Indicate the role and responsibility of each individual, and how many years they have been with the Proposer’s company. If the Proposer is chosen as a finalist, these principal individuals must attend any interview and in-person presentation.
- Provide resumes of individuals that will be working directly with the City.

##### 2. Subcontractors

If it is likely that the Proposer will not have sufficient resources to perform all the functions described in this RFP and that the Proposer will likely have to subcontract various functions, the Proposer shall identify those functions that are likely to be subcontracted and identify the subcontractor or sub-consultant that is anticipated to perform each function, if known at this time.

#### E. Experience and Technical Competence

##### 1. General Experience

- The Proposer shall state the number of years the firm has conducted business and demonstrate the ability to manage large dollar value programs. Proposer must have at least ten (10) years of experience in providing the outlined scope of required services for public sector clients. Please provide three references to support the number of years of experience with



public sector clients. Include the name, address, and phone number, and contact name for each reference.

## 2. Project Specific Experience

The Proposer shall provide a description of the two (2) most relevant PPM contracts held by the firm, preferably involving municipalities, counties or school districts, within the last ten (10) years.

If any of the following has occurred, please describe in detail:

- Failure to enter into a contract or professional services agreement once selected.
- Withdrawal of a proposal as a result of an error.
- Termination or failure to complete a contract.
- Debarment by any municipal, county, state, federal or local agency.
- Involvement in litigation, arbitration or mediation.
- Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
- Knowing concealment of any deficiency in the performance of a prior contract.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, may be deemed to indicate an unsatisfactory record of performance.

### F. Litigation

Provide litigation history for any claims filed by your firm or against your firm related to the provision of program and project management services in the last five (5) years.

### G. Appendices (Must directly relate to requested information)

## 2. COST AND PRICE SUMMARY



This information must be provided in a separate document uploaded to the City Bid Portal. Proposal shall provide a Schedule of Rates (SOR) for the principal firm. Proposers' hourly rates should be identified for each of consultants proposed team members. All direct costs, profit and overhead, as well as applied overhead and profit should be included in the burdened hourly billing rates. Any proposed reimbursable expenses should also be listed. Cost should include equipment fees including handheld electronic citations writers, printers, ticket stock (including artwork and printing), warranties, software license fees, wireless service, support, and training.

### 3. PRE-SUBMITTAL ACTIVITIES

#### 3.1 Questions Concerning Request for Proposal

Questions regarding the RFP or requests for clarification **must be submitted through the Online Bid Portal by 10:30 a.m. on Tuesday, April 28, 2020.** Any inquiry should state the question only, without additional information. Responses to questions or requests for clarification may be issued directly to the firm that submitted the inquiry. The City may also issue responses to requests for clarifications, questions, and comments; issue addenda to this RFP; or supply other material related to this RFP in the form of a Bid Addenda, which will be posted on the Online Bid Portal or the City's website. It is the responsibility of each firm to check the Online Bid Portal and the City's website regularly during the solicitation period for updated information. **By submitting a proposal, Proposers are deemed to have constructive knowledge and notice of all information posted on the Online Bid Portal and the City's website.**

#### 3.2 Revision to the Request for Proposal

The City reserves the right to revise the RFP until the date specified in this RFP (the Schedule of Events). Revisions to the RFP shall be emailed to one email address for each Proposer that has downloaded an RFP packet. The City expressly reserves the right to extend the date by which proposals are due.

### 4. SUBMITTAL REQUIREMENTS

#### 4.1 General

Proposers shall submit proposals in the format identified in this section to allow the City to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified



employees, business organization and financial resources are adequate to perform according to contract.

#### 4.2 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, promotional materials, etc., are not necessary or desired. However, technical literature that supports the Program approach and work plan should be forwarded as part of the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

#### 4.3 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as follows: (Total number of pages-29)

- Executive Summary: This section shall include a response to Section 4.02 (A). (1 page maximum)
- Table of Contents: Provide a table of contents referencing section headings and page numbers. See Section 4.02(B) (1 page maximum).
- Identification of the Proposer: This section shall include a response to Section 4.02 (C). (1 page maximum)
- Staffing Resources: This section shall include a response to Section 4.02 (D). (2 pages maximum)
- Experience and Technical Competence: General Experience: This section shall include a response to Section 4.02 (E) 1. (2 page maximum)
- Experience and Technical Competence: Project Specific Experience: This section shall include a response to Section 4.02 (E) 2. (2 pages maximum)
- Litigation: This section shall include a response to Section 4.02 (I). (1 page maximum)
- Appendices: This section shall provide supporting documents. (Up to 4 pages maximum, but must directly relate to requested information)
- Non-Collusion Agreement
- Certification of Request for Proposal



The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

#### 4.4 Date, Time and Place of Submission

Proposals must be submitted electronically through The City of Downey's Online Bid Portal by 10:30 a.m. on Wednesday, May 20, 2020 local time.

### 5. SELECTION PROCESS

#### 5.1 Selection Process

Proposals will be evaluated and ranked by City of Downey staff. City will assess the submitting firm's qualifications, experience and strength of the proposer in terms of resources and the ability to perform the work. The proposals receiving the highest ranking are likely to be invited for an interview. City may, at its discretion, request that an applicant modify or supplement their submission with additional information.

The City intends to identify the most qualified firm(s) to complete the work as outlined in this RFP and enter into an agreement for required services. The agreement will be based on the City's standard and reflect the terms and conditions of the proposal in addition to the City's standard liability and insurance requirements. The City reserves the right to clarify any issues or obtain additional information, as necessary.

#### 5.2 Evaluation Criteria

Proposals may be evaluated based upon, but not limited to, the following criteria:

- The firm's experience in managing parking and non-parking administrative citation programs for public sector clients.
- The firm's technical competence
- The qualifications of the firm's staffing, key personnel, team and available resources.
- Past performance of the Proposer(s)
- Proposed fees

#### 5.3 Tentative Timetable



RFP Issued	Questions Deadline	Closing deadline for RFP submittal	Interviews with top-ranking applicants	Award of Contract
04/21/2020	04/28/2020	05/20/2020	May 2020 (If Required)	June 2020

All cost incurred during the proposal preparation or in any way associated with the applicant’s preparation, submission, presentation or oral interview shall be the sole responsibility of the applicant.

Receipt of proposals in response to this RFP does not obligate the City in any way to engage any firm and the city reserves the right to reject any and all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the selection process at any time prior to the actual execution of a contract with a firm, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

If, at any point, the first-ranked firm declines to proceed, the City may, at its own discretion, enter into an agreement with the second-ranked firm, and so on.

6. GENERAL PROVISIONS

6.1 Additional Services

The City may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the City will agree mutually on the scope and fees associated with any additional services, which will be in writing and executed by both parties.

6.2 Addenda

The City may modify this RFP or any of its deadline dates set forth in the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all firms who have received an RFP packet and/or as posted on the Online Bid Portal or the City’s website.

6.3 Alternative Proposals

Only one proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.



#### 6.4 Withdrawal of RFP

The Proposer may withdraw its RFP through the City Online Bid Portal prior to the time and date specified for proposal submission.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

#### 6.5 Reservations

The City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The City may reject any or all proposals and may waive any immaterial deviation or minor irregularity in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

#### 6.6 Disposition of Proposals

Proposals become the property of the City. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

#### 6.7 Non-Discrimination

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

#### 6.8 Prevailing Wages

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable.





## Exhibit A

### Proposed

#### PARKING CITATION SCOPE OF SERVICES FOR THE CITY OF DOWNEY

##### Description

- Data entry & updating of all handwritten citations & electronic entry & updating of all electronic citations
- Collecting, processing & applying all payments
- Processing all status changes to citation database
- User ID's & passwords for Client Access to COMPANY Web Site
- Viewing & printing of citation management reports and citations at the City 24/7
- City will always have access to its citation database including all status updates real-time
- On-line real-time access to database
- Company credit card payments on-line, real-time via COMPANY web site
- Company credit card payments accepted via phone or paper
- 24/7 citizen access to City database to view, appeal and pay citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- On-Line connection to Florida, Ohio, Texas, Washington, Oregon, New York, Pennsylvania, New Jersey, & Maryland DMV's for registered owner information
- Interface with other DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms, postage and tracking
- Bonded courier for mail pick up from dedicated post office box
- Correspondence tracking and response
- Bi-lingual 800 line voice mail & IVR 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representatives
- Bonded courier for daily bank deposits
- Bank reconciliation
- Complete audit trail
- Comprehensive monthly management reports on citation issuance and revenue available on-line as well as in hard copy with month-end invoice
- All required insurance
- California Corporate Headquarters



- Refunds and NSF'S handled by Company
- Scheduling: Review, Hearing and Court Appearances
- Hearings: Hearings are scheduled in accordance with City requirements at a designated City location, but no less than every 90 days, according to CA law)
- FTB Tax Lien Participation
- Collections Services
- No charge to City for credit card usage
- System and Ad Hoc Reporting
- DMV inquiries and Registration Holds  
In-state and Out-of-state
- Payment Processing
- Internet Inquiry and Payment Processing
- Knowledge of current and proposed legislation at the State level that impacts the processing of parking citations and the collection of parking fines, as well as implementation of procedures to reflect current and proposed legislation

If the City opts to use COMPANY'S partnership with a third party FDCPA regulated collection agency, the collection fee will be a percentage of actual collections, to be determined by the volume of citations and dollar value of those citations at the time collections are initiated.



## Exhibit B

### ADMINISTRATIVE CITATION SCOPE OF SERVICES FOR THE CITY OF DOWNEY

#### 1. Data Entry from Handwritten Citations

- Receive and data enter weekly batches of all handwritten citations sent by CITY;
- Enter citation information into the database Batch, record, and verify receipt of all manual citations within two (2) business days;
- Edit capability to correct dates, duplicate citations, violation codes and fine amounts;
- System for filing/storing citations in easily retrievable format for a minimum of two (2) years and then dispose in accordance with CITY direction;
- Automated Transfer and Upload of Citations issued by the handheld ticket-writer computer;
- Loading of electronic files immediately upon transfer;
- System to promptly notify CITY regarding citations unable to be entered for any reason (no violation code, unreadable license, etc.);
- All data entry services must be performed on site; confirm that NO CITATION OR PAYMENT DATA is provided to any third party to data enter

#### 2. Registered Owner Name Retrieval

- Retrieve registered owner information online via a real-time interface with the State of California Department of Motor Vehicles (DMV);
- Validate DMV makes upon return of registered owner information from DMV to ensure proper make of vehicle issued citation;
- Review DMV "No Hit" list to ensure that license plate and state have been entered correctly;
- Daily registered owner name retrieval for all citations without a name on the system;
- Make multiple attempts to obtain registered owner information — DEFINE the number of attempts you make per registered owner;

CONTRACTOR shall be responsible for requesting all DMV registered owner information, communications, and costs, for each state. If CONTRACTOR is unable to obtain the information necessary, the citation may be returned to the issuing agency or CITY for research or follow-up.

#### 3. Mail Collection Letters

- Define the types and number of collection letters you submit, including the timeframe in which those collection letters are sent;



#### 4. Automated Processing of Administrative Review Requests

- Contractor shall perform and process all administrative reviews;
- Contractor shall allow citizens to request administrative reviews online and submit supporting documentation via the web such that no US Mail is required;
- Contractor shall provide tracking and correspondence for all administrative review;
- Contractor shall enter and maintain database of all administrative review, showing current status of each request. System must be integrated with parking citation issuance and processing system;
- Contractor shall ensure a result is received for each correspondence;
- Administrative review requests must be entered into the system within two (2) business days from date of receipt;
- Provide inquiry capabilities for citations in the administrative review process;
- Print and mail (by first class mail) all administrative review result letters;
- Provide ability for the CITY to reprint adjudication letters via a web interface;
- Notify the CITY of citations that have been successfully dismissed through the review process and have had payments processed, (or are cancelled) so the CITY can issue a refund;
- File and store all source documents for ease of retrieval;
- Link the hearing tracking system to the 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;
- Ensure that the computer system is capable of recording data and comments for historical background, suspending action while appeals are under investigation, sort citations by type of violation and/or defense, record case decisions, generate letters and use customized liability reason codes;
- CONTRACTOR shall generate and mail the notices for citations which have been referred to CONTRACTOR by the CITY.
- The mailed notice shall include:
  - A. Citation Number
  - B. Date and time of issuance
  - C. Violation and description
  - D. The amount of fine/fee due
  - E. How to pay the citation
  - F. Return address for payment

#### 5. Administrative Hearings

- Contractor shall provide independent Hearing Officers to hear in-person, phone and written Hearings;
- Contractor shall allow citizens to request administrative hearings online and submit supporting documentation via the web such that no US Mail is required;



- Contractor shall provide tracking and correspondence for all administrative hearing requests;
- Contractor shall enter and maintain database of all administrative hearing requests, showing current status of each request;
- System must be integrated with parking citation issuance and processing system. Ensure a result is received for each correspondence;
- Contractor shall schedule Administrative hearings and forward schedule to the CITY and Hearing Officer;
- Contractor shall provide a web interface for the Hearing Officer to enter each judgment and generate a letter;
- Contractor shall print and mail (by first class mail) customized hearing notification letters for the CITY;
- Respond to inquiries for the CITY and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location;
- Re-send letters should room or date changes be necessary;
- Letters regarding the results of Administrative Hearings shall be mailed by the Contractor;
- When a refund is appropriate, the CITY shall issue refund;
- Provide monthly report of review results by citation number;

#### 6. Payment Processing

- Provide a Post Office Box with a California address for the CITY where payments, administrative review correspondence, and other documents are to be mailed.
- Provide mail pick-up from post office at least once per day;
- Sort and batch all incoming mail by received date for payment posting;
- Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits in the CITY's bank account;
- Conduct daily reconciliation of all payments entered with bank deposits;
- Provide daily reporting of bank deposits made for the CITY;
- File and store all source document in an easily retrievable system;
- Track partial payments, checks returned for insufficient funds upon notification from the CITY, vehicle change of ownership, and leased vehicle information;
- Provide for payment by credit card (Visa, MasterCard, American Express and Discover) and be capable of securing authorization from the banking institution;
- Payments made by credit card are to be immediately updated in the database in real time;
- Payments shall be made by automated telephone system;
- The contractor shall have the ability to accept payments via the Internet;
- Contractor must be PCI Compliant
- CONFIRM ALL payment processing is performed in-house; NO PAYMENT data is to be sent out for a third party to key
- All citation payments shall be forwarded to CONTRACTOR for processing and depositing



revenues. All deposits shall be made within 24 to 48 hours of receipt of payment into a state or nationally chartered bank, a member of the FDIC, and approved by the CITY. The account shall be solely for the purpose of depositing funds due CITY. A copy of the daily deposit slip shall be mailed to CITY and once a week, on the same day, the CONTRACTOR shall direct the funds and an accounting thereof, to be transferred to the account of the CITY Treasurer by automated clearing house credit or with an accounting to the Treasurer of the CITY of XXX by the United States Post Office. All payments collected by the CITY shall be deposited and the information shall be forwarded to CONTRACTOR.

#### 7. Correspondence Processing

- All correspondence shall be processed within two (2) business days from date of receipt;
- Obtain approval from the CITY on all standard forms, notices of delinquent violation, and correspondence;
- Contractor must ensure that all forms conform to applicable State and Federal laws;
- Submit copies of standard forms, notices of delinquent violation, and other types of standard correspondence with bid proposal.

#### 8. Reporting

- Provide an online report generation capability;
- Provide daily reports for deposits made to the CITY's bank;
- Provide the ability for City Personnel to create, save, share and print custom reports without contacting the CONTRACTOR for assistance;
- CONTRACTOR shall supply the CITY with the necessary reports as follows:
  - A. Revenue collection report
  - B. Citation status report
  - C. Repeat offender report
  - D. Deposit report
- Additional reports may be supplied to CITY provide a list and samples of such reports within the response.

#### 9. Toll-Free Telephone Service/Customer Service

- Provide a toll-free telephone number for inquiries and credit card payments;  
Operate the toll-free telephone service 24 hours a day, seven days a week, 365 days per year;
- Ensure that customer service representatives are available to provide instructions and information on general parking policies and procedures and administrative adjudication procedures for the CITY;
- All Customer Service Representatives must be bi-lingual, speaking English and Spanish



- and not subcontracted resources;
- Provide a recorded voice response system in English and Spanish to convey information on how to pay and contest violations, Registration violation information, and Mail address information;
- Ensure that the automated telephone system must provide detailed real time citation information on citation issue date, delinquent date, amount owed, and open citations by license plate number;
- Ensure that the automated telephone system must be able to accept credit card payments (American Express, Visa, MasterCard, and Discover) and obtain immediate authorization from the banking institution and update the citation database with payment information immediately upon entry;
- Record all inbound and outbound customer service call and be able to submit recordings to the CITY upon request;
- Provide a link from the City web site to the internet application so customers will have full access to the appropriate data and which will for on-line payment.
- City staff must be able to accept payments at City Hall and enter payment information into the database.

#### 10. Custom Notices and Letters

- The company shall provide at no extra cost, the necessary postage, correspondence and stock forms to meet all applicable State and local laws and regulations in regard to citation processing and adjudication;
- Ensure that Delinquent Notices are generated and mailed daily, batch processing is not permitted;
- Delinquent Notices generated shall be mailed daily via first class mail to registered owners;
- Ensure that returned check notices are mailed by first class mail to individuals immediately upon notification from the CITY that a check has been returned for nonpayment;

#### 11. Online Inquiry Access

- Implement an online inquiry system to allow access to the citation database by designated CITY employees;
- The on-line inquiry system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication correspondence history, citation images, and adjudication images;
- The online system must allow for at least a single City Staff member to be an “Administrator” that can change user access rights for other City Staff members.

#### 12. Support

- Provide in-house staff for all aspects of processing parking citations, including any



- changes related to new Federal, State, or local legislation;
- Days and hours of operation shall be consistent with normal office hours Monday – Friday unless otherwise approved;
- Provide on-going support to the CITY to access and interface with the parking citation database;
- 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 8:00 a.m. and 5:00 p.m. Pacific Monday through Friday, except CITY recognized holidays;

### 13. Franchise Tax Board

- Contractor must provide full Interagency Intercept capabilities, including the ability to obtain social security numbers;
- Contractor must handle all customer service related to the interagency intercept program;
- Contractor must have provided Franchise Tax Board services for 9 years and must provided at least 3 clients as references for whom this service has been provided

### 14. Collection Services

- Contractor must have knowledge of current and proposed legislation at the State level that impacts the processing of administrative citations and the collection of parking fines, as well as implementation of procedures to reflect current and proposed legislation on both a State and Local level
- After one-year of efforts to collect unpaid citations, those citations shall be turned over to a third party collection agency. The third party collection agency and their practices shall be approved by the City in advance.

### 15. Postal Increases

- In the event of a postal increase, CONTRACTOR may request an adjustment to the fees to offset the postal increase. Such requests shall be in writing.

### 16. Transition Plan

- CONTRACTOR will be required to import current citation data into their citation management system.
- CONTRACTOR will train City staff for access and inquiry capabilities to citation database, to be conducted at city facilities.
- CONTRACTOR is required to facilitate installation of remote access to database by working in conjunction with City staff.





- CONTRACTOR is to obtain approval from the City of standard forms prior to use, including notices of delinquent violation.
- Contactor will 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.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without express written approval from the City.
- The CONTRACTOR shall comply with all requirements of the State of California Vehicle Code (CVC) in regard to processing records sent by the City.



**NON-COLLUSION AFFIDAVIT**

State of California )  
 )ss.  
County of \_\_\_\_\_)

Brook Westcott, being first duly sworn, deposes and says that he or she is Chief Operating Officer of Data Ticket, Inc.

the party making the foregoing bid that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
**Signature**

Brook Westcott

\_\_\_\_\_  
**Type or print name**

Chief Operating Officer

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
(seal)



**Signature, Notary Public**

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF REQUEST FOR PROPOSAL**

I certify that I have read the attached Request for Proposal for Program and Project Management services.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Brook Westcott  
\_\_\_\_\_  
**Typed or Printed Name**

949-428-7241  
\_\_\_\_\_  
**Telephone**

Chief Operating Officer  
\_\_\_\_\_  
**Title**

949-281-3195  
\_\_\_\_\_  
**Fax**

Data Ticket, Inc.  
\_\_\_\_\_  
**Company**

93-1010811  
\_\_\_\_\_  
**Federal Tax I.D. Number**

2603 Main Street, Suite 300  
\_\_\_\_\_  
Irvine, CA 92614  
\_\_\_\_\_  
**Address**

**If the Proposer is a corporation, please provide the corporate seal here:**



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 Downey  
11111 Brookshire Avenue  
Downey, California 90241  
(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



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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



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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



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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



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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.





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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.



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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 AGECCNY. 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



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"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.



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## **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**



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7.1 Term and Renewals: This Agreement shall be for an initial period of five (5) 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 three (3) subsequent one (1) year periods for a total of eight (8) 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 Cost Proposal and Exhibit B for the Administrative Cost Proposal all 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



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shall have no right to exercise any remedy for a default hereunder without delivering the 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



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is uniquely qualified to perform the services in this Agreement.

#### **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



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COMPANY owns no autos, Code 8 (hired) and 9 (non-owned); and (3) 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





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expenses with limits sufficient to respond to these obligations.

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



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General Liability insurance coverage may be provided in the form of an endorsement to 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



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A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the AGENCY.

(N) Verification of Coverage: COMPANY shall furnish AGENCY 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.



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- 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:



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AS TO THE AGENCY:

City of Downey  
11111 Brookshire Avenue  
Downey, California 90241

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 DOWNEY

COMPANY: DATA TICKET, INC.

Signature:

Signature:

Print Name:

CLAUDIA M. FROMETA

Print Name:

Brook Wistatt

Title:

MAYOR PRO TEM

Title:

Chief Operating Officer

Date: September 22, 2020

\_\_\_\_\_

Date:

9-9-2020




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ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

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City of Downey  
Parking Citation Processing  
Cost Model and Service Offering

### EXHIBIT A – PARKING CITATION FEE SCHEDULE

Description	Cost
<b><i>Fee per Electronic Citation Issued</i></b>	<b><i>\$0.45</i></b>
<b><i>Fee per Manual Citation Issued</i></b>	<b><i>\$0.55</i></b>
<b><i>1<sup>st</sup> Courtesy Notices (required by CVC if not paid off the windshield)</i></b>	<b><i>\$0.75</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Printing and sending daily</li> <li>○ 1<sup>st</sup> class postage</li> <li>○ Windowed #10 envelope</li> </ul>	<ul style="list-style-type: none"> <li>○ 8 ½ x 11" semi-custom notice</li> <li>○ Electronic attachment to the citation</li> <li>○ Return #9 envelope</li> </ul>
<b><i>Fee per Paperless Appeal</i></b>	<b><i>\$.75</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Receipt of 1<sup>st</sup> level requests</li> <li>○ Receipt of 2<sup>nd</sup> level requests</li> <li>○ Receipt of Court Requests</li> <li>○ Scheduling hearings</li> </ul>	<ul style="list-style-type: none"> <li>○ Placing citation on adjudication hold</li> <li>○ Scanning all back-up</li> <li>○ Attaching all back-up to citation</li> <li>○ Providing back-up to Hearing Officers</li> </ul>
<b><i>Fee per Adjudication Letter</i></b>	<b><i>\$0.90</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Printing and sending daily</li> <li>○ 1<sup>st</sup> class postage</li> <li>○ Windowed #10 envelope</li> </ul>	<ul style="list-style-type: none"> <li>○ 8 ½ x 11" custom letter</li> <li>○ Electronic attachment to the citation</li> <li>○ Return #9 envelope</li> </ul>
<b><i>Fee per Out of State Registered Owner Request</i></b>	<b><i>25% of Collections</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Use of our ORI and the City's ORI for access to NLETs for real-time acquisition</li> </ul>	<ul style="list-style-type: none"> <li>○ Direct to available States</li> <li>○ RO is acquired immediately upon the citation entering the system</li> </ul>
<b><i>Fee per NSF Processed</i></b>	<b><i>\$2.00</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Daily processing</li> </ul>	<ul style="list-style-type: none"> <li>○ Real-time update of amount due</li> </ul>

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<b>Parking Citation Processing</b>	
<b>Description</b>	<b>Cost</b>
<b><i>Delinquent Collections at 90 days old (or once 2<sup>nd</sup> notice is generated and sent) *</i></b>	<b><i>25% of Collections</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Sending 3 additional letters</li> <li>○ 1<sup>st</sup> class postage</li> <li>○ Windowed #10 envelope</li> <li>○ Payment Processing</li> <li>○ CA DMV Registration Holds</li> <li>○ Dispute resolution</li> <li>○ Electronic attachment to the citation</li> <li>○ Return #9 envelope</li> <li>○ Recorded Customer Service lines</li> <li>○ CA DMV Registration Releases</li> </ul>	
<b><i>Fee per Franchise Tax Board SSN Request</i></b>	<b><i>\$2.50</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Acquisition of an SSN</li> <li>○ The charge is per unique SSN</li> </ul>	
<b><i>Franchise Tax Board Collections</i></b>	<b><i>15% of Collections</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Weekly placement at FTB</li> <li>○ Dispute resolution</li> <li>○ Payment of the City's FTB Invoice</li> <li>○ Weekly updates to / from FTB</li> <li>○ Weekly payment processing</li> <li>○ Monthly reconciliation of FTB account</li> </ul>	
<b><i>Hearing Officer Services (Optional and not currently utilized)</i></b>	<b><i>\$85.00 per hour</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Independent Hearing Officers</li> <li>○ Electronic storage of all recordings</li> <li>○ Recording of in-person and phone hearings</li> </ul>	
<b><i>Joint / Escrow Account Services</i></b>	<b><i>\$50.00 per month</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Daily deposits via RCD or Check 21</li> <li>○ Processing of all NSFs</li> <li>○ Payment of Data Ticket's invoice</li> <li>○ Daily reconciliation of bank account</li> <li>○ Disbursement of State Surcharges</li> <li>○ Net remittance to the County</li> </ul>	
<b><i>Fee per Refund Issued</i></b>	<b><i>\$2.50</i></b>
Includes:	
<ul style="list-style-type: none"> <li>○ Weekly reconciliation of refunds</li> <li>○ Weekly generation of refund checks</li> <li>○ Weekly mailing of refund checks</li> <li>○ 1<sup>st</sup> class postage</li> <li>○ Invoicing of refund check</li> <li>○ Monthly reconciliation</li> </ul>	
*Payments collected at DMV are not assessed this fee	



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Parking Citation Processing	
Description	Cost
<b><i>AB503 Receipt and Processing – per request if Data Ticket handles</i></b>	<b>\$5.00</b>
<b><i>AB503 Receipt and Processing – per request if City handles</i></b>	<b>\$2.00</b>
<b><i>AB503 Letters</i></b>	<b>\$0.75</b>
Includes:	
<ul style="list-style-type: none"> <li>○ Receipt and scanning of all requests</li> <li>○ Approval or denial of each request</li> <li>○ Denial letter if applicable</li> </ul>	<ul style="list-style-type: none"> <li>○ Review of all received requests</li> <li>○ Payment plan setup and management</li> <li>○ Storage of all scanned documents</li> </ul>
<b><i>Fee per Other Correspondence / Letters</i></b>	<b>\$0.75</b>
Includes:	
<ul style="list-style-type: none"> <li>○ Partial payment letters</li> <li>○ Refund letters</li> </ul>	<ul style="list-style-type: none"> <li>○ Fled letters</li> <li>○ Any other letter required by the City</li> </ul>

\*\* If this service is selected, the City will also be responsible for banking supplies.

**Services Included in the Above Costs:**

**Online Access for the Agency’s Customers:** **Included**  
 The Agency’s Customers 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 everyone 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 transaction in the system, therefore, 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:

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- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations 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 24 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 if 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 using the standard reports or report generator, 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

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- 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

**California 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 real-time through 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 RO data

**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 credit reporting 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 status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

**Training** **No Charge**

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.

**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 Customers 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.**

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**Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, 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.*

**Other:**

**Credit / Debit Card Processing Fee** – Citizens who elect to pay using a credit / debit card will incur a single \$3.50 processing fee for each transaction. Citizens will have the ability to pay for multiple citations at the transaction level, thus incurring a single \$3.50 fee for as many citations that require payment.

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**EXHIBIT B – ADMINISTRATIVE CITATION FEE SCHEDULE**

Fee Description	Administrative Citation Processing Fee Option 2
Manual Citation Processing	\$5.00
Electronic Citation Processing	\$3.00
1 <sup>st</sup> Notice Sent	\$0.75
Other Correspondence	\$1.00
Delinquent Collections	25%* of paid amount
Franchise Tax Board Processing - SSN Look-up	\$2.50 per unique SSN
FTB Collections	15% of paid amount
Advanced Collections Legal Action Not Required	30% of paid amount
Adjudication Hold & Scanning of Documentation	\$0.50
Disposition Entry	\$1.00
Disposition Letters	\$1.25
Hearing Schedule Letters	\$1.25
Certified Letters – per letter sent	\$5.00
Hearing Performance	\$85.00 / hr

\*Assessed at Citation Date + 60 Days

To further provide definition surrounding each line item, we have provided additional details below and on the following pages.

**Manual and Electronic Administrative Citation Processing:**

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

- Data entry of manually written citations performed within 48 hours of receipt
- 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 transfer of all electronically written citations, recordings, videos and photographs

**1st Notice Cost:**

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

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Newport Beach, CA  
O: 949-428-7241; F: 949 752-6033

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- Semi-custom Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-of payment stub 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 charge is only incurred if the individual does not pay within 90 days

#### **Delinquent Collections:**

- This fee will be assessed when a citation is sixty (60) 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
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- 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 and all customer service and payment entry

#### **Franchise Tax Board Processing: SSN Look-up**

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

#### **FTB Collections**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail at no additional cost to the City
- All notices are attached to the citation online and are viewable via the web
- **Data Ticket will pay for the Agency's cost to participate in the FTB program**; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee**

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### **Advanced Collections**

- This fee is charged if a citation is paid at Advanced Collections- Legal Action Not Required
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at Collections, only the 25% of revenue collected will be charged

### **2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing**

- 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 where 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

### **2<sup>nd</sup> Level Hearing Schedule & Disposition Letters**

- 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

### **2<sup>nd</sup> Level Hearing Disposition**

- Data Ticket's independent, certified, insured hearing officers will be provided to the 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 an Agency location or the Agency may elect to have citations heard at a centralized location within the City

**Joint / Escrow Banking Services (Optional)**  
**Services for the above-mentioned item include:**

**\$50.00 per month**

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- 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 charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Payment of Data Ticket's invoice
- 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
- Refunds verified and issued weekly

**Online Access for the Agency's Customers:** **Included**

The Agency's Customers 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 Hearing online and attach supporting documents
- 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 everyone 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 or via the Agency's Administrator.**

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
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Charge-backs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, location, comments, and others
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process



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- View the complete reason for the Hearing 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 responsible party information

**Reporting: Included**

- Data Ticket offers 24 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 or export to Excel for data manipulation purposes.
- Report Generator capabilities that provide City Personnel with the ability to create, save, share and print custom reports at any time for any time frame.
- 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
- 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

**Charge-backs and NSF's Included**

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence if Agency is not an escrow account holder
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

**Refunds Included**

- Data Ticket will process refunds when notified of each by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due

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- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

**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, FTB, advanced credit reporting 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 Customers 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**

**Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, 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.*