

# AGREEMENT

## CITY OF SIGNAL HILL

### AGREEMENT FOR GENERAL SERVICES

#### 1. PARTIES AND DATE

This Agreement for Parking Citation and Data Processing Services ("Agreement") is made and entered into this thirteenth day of May, 2025 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Turbo Data Systems, Inc., a California Corporation, with its principal place of business at 1551 N Tustin Ave. Suite 950 Santa Ana, CA 92705 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### 2. RECITALS

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Parking Citation and Data Processing services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Parking Citation and Data Processing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Contractor to render such services for Parking Citation and Data Processing as set forth in this Agreement ("Project").

##### 2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor's Proposal.

#### 3. TERMS

##### 3.1 Scope of Services and Term.

(a) General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Term. The term of this Agreement shall be from July 1<sup>st</sup> 2025 to July 1<sup>st</sup> 2028, unless earlier terminated as provided herein. City shall have the unilateral option at its sole discretion, to automatically extend the term of the Agreement for no more than two additional 1-year terms. The City reserves the right to review the Contractor's performance at the end of each year and terminate all or part of the Agreement.

### 3.2 Responsibilities of Contractor.

(a) Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

#### (b) Schedule of Services/Time for Performance.

(i) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(ii) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

(c) Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

(d) Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Roberta Rosen, Elie Sleiman, Doug Amos, Jason Sleiman, and Ryan Sleiman.

(e) City's Representative. City hereby designates Police Chief Brad Kenneally, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

(f) Contractor's Representative. Contractor hereby designates Roberta J Rosen, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

(g) Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

(h) Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all

damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

(i) Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

(j) Labor

(i) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance

requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(iv) Acknowledgment of Employment Relationship. Reserved.

(v) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

(k) Insurance.

(i) Time for Compliance. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(ii) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, personal injury, and property damage. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(2) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(3) Fidelity Bond coverage or Commercial Crime insurance: Consultant shall maintain Fidelity Bond coverage or Commercial Crime insurance which shall be written on a "loss sustained form" or "discovery form" with limits of not less than \$1,000,000 per occurrence for Employee Dishonesty, Fraud, Depositor Forgery, Money Orders & Counterfeit money, Fraudulent Fund Transfers, and Theft by Electronic Means. Said policy shall also include coverage for Money & Securities – On and Off Premises – including transportation by messenger, Fraudulent Instruction, Robbery and Burglary with limits of not less than \$100,000 per occurrence. The City of Signal Hill, its officers, employees, and agents shall be named as Loss Payees. If the policy is written on a "discovery form," it must include an extended reporting period of not less than one (1) year.

(4) Consultant shall procure and maintain Cyber Security and Privacy Liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate. If coverage is maintained on a claims-made basis, the consultant shall maintain such coverage for an additional three (3) years following the termination of the contract.

(5) Consultant shall procure and maintain Technology Errors and Omissions insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include but is not limited to the following coverage:

a. liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).

b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

c. Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.

If coverage is maintained on a claims-made basis, the consultant shall maintain such coverage for an additional three (3) years following the termination of the contract.

(iii) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability and (v) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(iv) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(v) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(vi) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

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

(viii) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

(l) Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

(a) Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth



in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred fifty thousand dollars (\$150,000) over the term of the Agreement] without written approval of the City Manager or City Council as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

(c) Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

(d) Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.4 Accounting Records.

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

### 3.5 General Provisions.

#### (a) Termination of Agreement.

(i) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

(b) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Roberta Rosen, President, Turbo Data Systems  
1551 N Tustin Ave Suite 950  
Santa Ana, CA 92705

**City:**

City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
Attn: Karissa Yniguez, Support Services Manager, Police Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(c) Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

(d) Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

(e) Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of

them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

(f) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

(g) Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles.

(h) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(i) City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

(j) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

(k) Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

(l) Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(m) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

(n) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

(o) No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

(p) Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(q) Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(s) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(t) Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

(u) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

(v) Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

(w) Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

(x) Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

### 3.6 Independent Contractors and Subcontracting

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

SIGNATURE PAGE FOR AGREEMENT  
FOR GENERAL SERVICES  
BETWEEN THE CITY OF SIGNAL HILL  
AND TURBO DATA SYSTEMS

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**CITY OF SIGNAL HILL**

**TURBO DATA SYSTEMS, INC.**

By: \_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_  
Roberta J. Rosen, President  
[If Corporation, TWO  
SIGNATURES, President **OR** Vice  
President **AND** Secretary **OR**  
Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
Elie Sleiman, Vice President

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

The City of Signal Hill intends to contract with a parking citation processing agency to support our parking citation services. The minimum scope of work required includes but is not limited to:

#### **Data Entry from Handheld Ticket Writer with Interface**

Proposers must have existing products meeting the functional requirements of the City. The City will not consider software systems that are still in development phase and not yet successfully implemented with other clients.

- Proposers must have the resources necessary to provide the required implementation as well as ongoing technical product support and maintenance to the City.
- CONTRACTOR will provide for automated import of electronic citations into CITY's database in real time.
- CONTRACTOR will maintain and update listing of scofflaw files on a daily basis for CITY to upload into their handheld ticket writers.
- CONTRACTOR will work with CITY to implement any changes required for handheld ticket writer equipment.
- CONTRACTOR shall process citations for non California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports
- Second level hearing officer and adjudication hearing program
- Pursuant to AB503, provide and fully maintain (at no additional cost to the City) payment plan services including data entry and mailed notifications. The CONTRACTOR will generate a monthly report including status for all existing payment plans.
- LPR Technology compatibility required including ability to integrate and function with various vehicle mounted LPR systems.
- Proposer shall have existing capabilities to integrate pay-by-plate and permit-by-plate technology from various outside contractors at the request of the City.

#### **Data entry from manual citations**

- Data entry within 48 hours.
- Edit capability to correct dates, violations codes and fine amounts.
- CONTRACTOR to notify city regarding citations unable to be entered for any reason (no violation code, illegible handwriting, etc).
- File and store citations in easily retrievable format.
- File and store hard copy citations for minimum of two (2) years and then destroy in accordance with the City's retention schedule.

#### **Registered owner correspondence**

- CONTRACTOR is required to mail reminder notices for all citations to registered owner within two days of receipt of original citation.
- CONTRACTOR is required to mail notices to lessees or renters of cited vehicles when provided with proof of written lease or rental agreement.

### **Registered owner name and information retrieval from Department of Motor Vehicles (DMV)**

- CONTRACTOR must have ability to retrieve registered owner data from DMVs in all 50 states.
- CONTRACTOR is expected to have internet access to DMV database.
- Must have manual access to registered owner information from California DMV upon request.
- Review DMV "No Hit" list to insure license plate and state information entered correctly.
- Confirm vehicle make and registered owner information.
- CONTRACTOR will maintain communications with all out-of-state DMV agencies and Transportation Ministries in Canada and Mexico.
- If they become delinquent, requests for registered owner information will be sent to the appropriate out of state DMV.
- CONTRACTOR will incur any costs for retrieving out of state registered owner information.
- The Notice of Intent will be generated to the registered owner and the fine amount requested.
- CONTRACTOR is required to process DMV holds or releases within 48 hours.
- CONTRACTOR's system must have the ability to store previous and current owner information when transfer of ownership has occurred.
- Must be able to interface with DMV for placing and releasing registration holds.
- Must be able to interface with DMV and produce a monthly payment file.

### **Payment and data processing**

- Provide PO Box where payments are mailed
- Provide online payments (with convenience fee) Pay by phone/text desirable
- Courier pickup from PO Box daily
- Open, sort and batch all incoming mail by postmark date for payment posting. Make daily bank deposits directly into a city assigned bank account.
- Enter and process payments within 48 hours including opening all mail received, verifying payment amounts, updating computer system and making daily bank deposits.
- Forward deposit slips to city contact within 24 hours after each deposit. OR weekly if scanned image is emailed/faxed.
- Provide reporting for all bank deposits upon request.
- File and store all bank deposit information for a minimum of four years.
- CONTRACTOR is required to send notification to registered owners when either a partial payment is received, check payments are returned for insufficient funds, and for any unpaid citation when the vehicle has a change of ownership.
- CONTRACTOR is required to maintain images of all envelopes with all inbound correspondence.
- Respond to reasonable non judicial public inquiries by phone/mail
- Return questionable mail to CITY for decision
- Verify amounts deposited by citation number
- Provide a toll-free number for customer service calls with direction to Signal Hill specific information.



- Provide weekly reports for bank statement reconciliation Provide monthly Paid Citation Distribution Report

#### **Data Management, reporting and statistical capabilities**

- Provide monthly reports online indicating the status of all citations, such reports to be available for CITY access no later than the thirtieth (30th) day of the following month.
- CONTRACTOR MUST provide/generate completed monthly court allocation reconciliation form at no cost to the City
- CONTRACTOR to maintain provisions for proven database management software and servers.
- All data base information is to be maintained with strict confidentiality and CONTRACTOR is to provide description of securities at time of submittal.
- CONTRACTOR must be able to provide all statistical reports including but not limited to: registered owner contact information, citation number and delinquent status for at least five years from date of citation.
- CONTRACTOR shall be capable at minimum, of producing reports relating to: open citations, bank deposits, scofflaws and citations dispositions. The CONTRACTOR must be capable of delivering these reports to the designated city personnel on an agreed schedule.
- Data system must be able to store, sort and or process the following items: citation number, date and time of issuance, badge number of issuing officer, comment field of up to 50 characters, vehicle license plate number, vehicle identification number, state code, registration expiration date, vehicle make/color, violation codes, location of violation, citation penalty and delinquent amounts, delinquent date, received payments/documents post-marked dates, notification dates, Department of Motor Vehicle hold date, date citation entered into system, disposition codes, registered owner information.

#### **Disabled Citation Processing**

- Mailed in requests for dismissal of non-displayed placards will be processed by CITY. Requests received by CONTRACTOR must be submitted to CITY for review.
- CONTRACTOR will receive dismissal results from the city and are required to update database within 24 hours.

#### **Transition Plan**

- CONTRACTOR will be required to import current citation data (from third party) into their citations management system. CONTRACTOR will ensure completion and accuracy prior to the go live date.
- CONTRACTOR will train city staff for access and inquire capabilities to citation database, to be conducted at city building.
- CONTRACTOR is required to facilitate installation of software and remote access to database by working in conjunction with the city IT department.
- Obtain approval from the city of standard forms prior to use, including notices of delinquent violation.
- CONTRACTOR 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.

## **Support**

- CONTRACTOR must provide available staff support during normal city business hours: Monday - Friday 8:00 a.m. - 5:00p.m. (unless otherwise approved).
- Provide on-going support to the city to access and interface with the parking citation data base.
- CONTRACTOR shall provide user's manual which included step-by-step instructions for accessing computer database information and a list and description of any and all codes used in screens accessed by the issuing agency.
- Provide technical support and troubleshooting assistance, within one hour, for any and all hardware and software used by the city. Technical support and assistance must be available between the hours of 7:30 a.m. - 5:30 p.m. Monday through Friday, except City recognized holidays.
- The police department is a 24/7 365 operation, CONTRACTOR must provide a designee and support staff for support in the event of after-hours equipment failure.

## **System and Software Requirements**

### **A. Database Backup & Off-site Security**

- CONTRACTOR will ensure all systems are backed up daily to ensure safety of data in the event of a power outage or natural disaster.
- Transfer and store off-site all backups of data for disaster recovery.

### **B. Hardware Requirements**

- Provide PREMIUM and relevant and up-to-date handheld citation writing equipment, printer, and software necessary to produce the citations; synchronization should be performed wirelessly to the contractor's server.
  - Handheld ticket-writing units must be programmable and must be able to produce citations that meet the format requested by the City.
  - Technical Support and trouble-shooting must be addressed within 24 hours from being reported.
  - All equipment must be approved by Department representative.
  - Ticket writers must be within the most recent or current generation IOS or Android phone.
  - IOS integration of software is highly desired.
  - Provide an outline of provisions for system failure in the bid proposal. Handheld ticket writing units and printers must be installed and ready for operation within thirty (30) days of the contract award date. The established system conversion process should not hold up equipment and installation.
  - 5G technology highly desired

## **Maintenance**

- All software must be upgraded for the term of the contract at no charge to the City as the software is enhanced or equipment is scheduled for sunset. At no time shall the City be utilizing equipment that is no longer supported by the

manufacturer. Custom software will not be included as part of this no charge upgrade.

**Supplies for the handhelds, supplied by the contractor:**

- Paper- The paper must be water resistant and compatible for use in applicable printers.
- Envelopes-Contractor must be required to provide payment envelopes to be supplied to the violator with the citation, one envelope for each citation written. The envelopes should be approved by City in order for the citation to stand out on the violator's windshield.

**Other**

- Attend city meetings as needed or when requested at company's own expense (at minimum via phone conference). This includes but is not limited to, transportation, lodging, meals and staff time.
- 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) with regard to processing records sent by the city.

**Processing of Administrative Adjudication Service**

CONTRACTOR shall coordinate Administrative Adjudication Services in accordance with the laws of the state of California, following prescribed timelines and processes for persons contesting parking citations. City will perform 1st level administrative reviews and CONTRACTOR will provide an independent hearing examiner for 2nd level administrative reviews (hearings).

CONTRACTOR will scan all mailed in appeals. Scheduling monthly hearings conducted in-person and/or by written declaration. Hearings are scheduled approximately three weeks in advance and held at the City of Signal Hill or an agreed upon location. Print and mail (by first class mail) customized hearing notification letters on behalf of the City. Respond to inquiries from the City and the public regarding date and time of hearing, mailing date, location of hearing and directions to hearing location. Resend letters should a change occur or if rescheduling of a hearing is requested.

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

- Tracking and correspondence of administrative review requests.
- System must be integrated with parking citation system(s).
- Provide inquire capabilities for citations in the administrative review process.
- Enter administrative review requests within 48 hours.
- Sort and batch administrative review requests by postmark date.
- Print and mail (by first class mail) all administrative review result letters using custom letterhead and envelopes.
- Notify the City of citations that have been found not liable and have had payments processed, so the City can issue a refund.

- Enter and maintain database of all administrative review requests received showing status of each request.
- File and store all source documents for ease of retrieval if necessary for a minimum of three (3) years.
- CONTRACTOR shall work with the City to provide guidelines for reducing all correctable violations, such as disabled parking, missing license plate, and expired registration, etc.
- CONTRACTOR will provide staff to respond to telephone inquiries regarding how to contest violation, outstanding penalty amounts or delinquent fees, or any other pertinent information in order to contest a citation in the City.
- Hearing tracking system must be linked to citation database in real time to obtain citation information such as citation issue date; delinquent date, amount owed, and other citations open with the same license plate numbers.
- CONTRACTOR to provide staff that will respond to telephone inquiries regarding how to contest a citation, outstanding penalty amounts or delinquent fees, or any part of the contest process.
- The public must be able to view their initial review result online in real time for all contested citations, including second level hearing due date for citations upheld. Scheduled hearing dates, times and subsequent results must also be available to the public for online viewing as soon as they are entered.

## **COLLECTION SERVICES**

**City Prefers the Contractor provide its own collection services; alternatively the City may consider an Interface with CITY s outside Collection Agency**

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

Up to two collection letters will be mailed for each account requesting payment.

Payments are processed daily and deposited to the City's regular citation processing bank account.

The CONTRACTOR Customer Service Center will handle all collection related calls through a special toll free number dedicated to collection placed accounts.

- Monthly reporting shows all accounts moved to the collection system and all payments received due to CONTRACTOR collection efforts.

## **Contract Requirements**

- The CONTRACTOR shall comply with all requirements of the State of California vehicle code (CVC) in regard to processing records sent by the city.
- No portion of the contract shall be permitted to be subcontracted to another private or public agency without the express written approval from the city. CONTRACTOR must disclose the nature of work being subcontracted and the name of the private or public agency.
- The term of the agreement will be for a three-year base period with up to two one-year optional renewals.
- Price changes after the base period must be negotiated.

## **Franchise Tax Board Offset**

- CONTRACTOR shall be able to assign past due citations to Franchise Tax Board.
- Citations issued to California license plates that have completed the regular citation processing steps and have either been rejected for DMV Hold or have been removed from OMV hold will be qualified for this service. The program intercepts Personal Income Tax only, no corporate or partnership funds
  - CONTRACTOR shall collect outstanding parking violations by deducting the amounts owed to CITY from citizens California State Tax Refunds and/or California Lottery winnings
  - The FTB will send CITY a weekly detail report showing the intercepts (collections) that occurred that week. The weekly detail report must be reported to CONTRACTOR immediately so CONTRACTOR can clear the database of outstanding accounts.

### **Interface with City's Collection Agency**

- CONTRACTOR shall provide an interface to the CITY's outside collection Agency by running a quarterly file to be given electronically to the specified Collection Agency for further collection efforts. Records in the file will include various categories of outstanding citations including
  - Out of State Delinquent Citations
  - Citations that did not hold at DMV
  - Citations removed from DMV Hold after 2 years
  - Citations removed from DMV hold due to Transfer of Ownership

The City of Signal Hill is aware additional citation processing and support services may be available. Responses to this RFP are encouraged to include descriptions and costing of any and all additional services the agency can provide. Known additional services include but are not limited to:

- On-line payment by credit card.
- Automated telephone processing (IVR).
- Pay by text
- Past due correspondence.

### **City's Duties and Responsibilities**

- Provide deposit slips and endorsement stamps
- Reconcile daily credit card deposits
- Answer questions referred by CONTRACTOR
- Provide direction on unique questions and concerns from violators
- Provide PC's and Internet access for connection to CONTRACTOR database
- Sign necessary DMV forms when required for DMV access
- Communicate bank adjustments and NSF checks
- Assist CONTRACTOR with check scanning/deposit capability to City bank account.
- Assist CONTRACTOR with forms required for FTB, NLETS, DMV, etc required to process citations.

EXHIBIT "B"  
SCHEDULE OF SERVICES

**RESERVED**

EXHIBIT "C"  
COMPENSATION

## Exhibit C - Compensation

### Parking Processing Management

Fee Per Electronic and Manual Parking Citation Issued	\$0.50 – Electronic \$0.70 – Manual
<ul style="list-style-type: none"> <li>• Entry of all citations.</li> <li>• Citation dispositions (bounced checks, payments, extensions, etc.)</li> <li>• DMV interface (r/o retrieval, placing, and releasing registration holds)</li> <li>• Toll-free telephone number (for public access)</li> <li>• Multi-lingual interactive voice response system (IVR)</li> <li>• Customer service representatives (8 am – 5 PM, Mon-Fri, excluding holidays)</li> <li>• Daily pickup of payments and other documents from a TDS-provided P.O. box.</li> <li>• Scan and remote deposit checks into the agency's bank account.</li> <li>• pticket.com web pages customized for the agency.</li> <li>• Database maintenance and daily system backups.</li> <li>• Secure cloud access for agency staff.</li> <li>• Documentation and training for the use of the TDS-provided online system.</li> <li>• Ongoing client support and training.</li> </ul>	
Monthly Service Fee	\$300/month
Monthly Service Fees ensure that all systems are ready and functional when necessary. Online and phone payment access is available, customer service staff are available, data backups are performed, system security is managed, etc.	
Reminder Notices (Notice of Violation)	\$1.00
This includes all forms, envelopes, return envelopes, and printing. Reminder notices are mailed 21 days after issuance or per the agency's timeline. It also includes first-class postage.	
Other Correspondence, Notices, and Letters	\$1.00
Includes all forms, envelopes, and printing. NSF letters, partial payments, name and address changes, drive away notices, final notices, DMV hold letters, etc. Includes first-class postage.	
Initial Review and Hearing Notices/Letters	\$1.00
TDS mails all initial review results letters, hearing notification letters, and hearing result letters as required. All forms, envelopes, and printing are included with the mailing, which includes first-class postage.	
Paperless Appeals (per Appeal)	\$1.25
This service allows online submission of appeals and a 100% PAPERLESS appeal system. All mailed-in appeals are scanned into the system and reviewed by Agency staff using the eAppeals PRO online review system. All appeals are in the same place, and the documentation is saved electronically. A complete history of all appeals, results, and decisions is always available online for the Agency. This includes Hearing services, scheduling, and coordination. Documents for the court are provided to the agency when required.	

Hearing Examiner Services (per Citation Hearing)	\$30.00
<ul style="list-style-type: none"> <li>TDS will provide a qualified hearing examiner.</li> <li>\$300 minimum per in-person visit.</li> <li>If the city chooses to provide its hearing examiner, the minimum or per-examiner fee will not apply. TDS will provide all scheduling and notification letters at the quoted letter price.</li> </ul>	
Payment Plan Processing	\$10.00
The payment plan supports AB503 legislation. All payment plan letters will be at the "Correspondence" rate.	
Out-of-State Collections	25% of the amount collected
TDS absorbs costs to retrieve out-of-state registered owner information. NLETS electronic access for out-of-state license plates.	
ICS Delinquent Collections	25% of the amount collected
<p>This applies to citations with a past DMV registration hold. Additional penalties will be applied, and up to two letters from Innovative will be mailed at no cost to the Agency. This includes taking toll-free phone calls from ICS customers and other follow-up efforts. Payments collected at the DMV will not be billed this fee.</p> <p>Cost recovery option available</p>	
Franchise Tax Board Collections	\$2.50 Per Account Letter +15% of the amount collected
<p>TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters (no letter fee), and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year.</p> <p>Cost recovery option available</p>	
Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
A \$3.95 convenience fee per citation will be charged to the public for this service. This fee covers the cost of ongoing maintenance, support, and enhancements of the web payment system and includes daily and monthly reconciliation of all payments. (Fee subject to change).	
<p>Remote (Scan)Check Deposits</p> <ul style="list-style-type: none"> <li>Electronic deposits (scanning checks) into the Agency's existing bank account incur no monthly fee.</li> <li>Same-day funding credit for bank deposits.</li> <li>Scanned check images available for investigations.</li> </ul>	No Charge to Agency
Customization Charges	\$80 per hour
Customization charges will apply to develop non-standard permit types, parameters, or other requirements not included in the current getaPERMIT system. Estimates for customization costs and deployment date will be provided before implementation.	
Postal Rate Increase Offset	
If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.	




<b>ticketPRO™ Mobile Solution</b>	
This option includes a rugged smartphone and printer, software, 4G data plan, support, and maintenance for a single monthly price per unit. Two printer options are available.	
<b>Initial One-time Fees</b>	<b>Unit Cost</b>
<b>ticketPRO™ Mobile software setup and configuration:</b> Initial setup and installation of software with agency-specific information	\$100 per unit
<b>36-Month Lease</b>	<b>Monthly Rate</b>
<b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b> <ul style="list-style-type: none"> <li>• Samsung Galaxy XCover6 PRO smartphone</li> <li>• Zebra ZQ511 Bluetooth printer</li> <li>• USB-C Power Adaptor</li> <li>• 4/5G data plan</li> <li>• ticketPRO™ Mobile parking software</li> <li>• Remote management software</li> <li>• ticketPRO™ Mobile and RM software licenses</li> <li>• Maintenance and support</li> </ul>	\$135 per month per unit
<b>Monthly Lease Details</b>	<b>Rate</b>
<b>Smartphone:</b> Rugged Samsung smartphone or equivalent   High-Res Camera   Military spec. MIL-810G rated   Bluetooth   USB Charging   4/5G LTE   Dedicated Push-to-Talk Button	Included
<b>Bluetooth Printer:</b> Zebra Printer   Includes Lithium-Ion Battery   AC Charger   Belt Clip   2 years Parts & Labor Warranty (1 year on printhead)   Configured to Agency's ticketPRO™ Mobile system   Additional accessories: spare battery, case with shoulder strap, charging dock are available for purchase.	Included
<b>Managed 4/5G Voice and Data Plan (Push-to-Talk service optional for an additional fee)</b>	Included
<b>ticketPRO™ Mobile Software:</b> Parking Software   Real-Time citation & photo transfer   Live Lookups Built-in LPR   ALPR interface   Electronic Chalking   GPS tagging   Live shared data between all devices   Integration with pay-by-phone and pay-by-plate systems   Scofflaw and hotlist vehicle alerts.	Included
<b>ticketPRO™ Mobile Software Annual License</b>	Included
<b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If the equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required before turning the equipment in. Minimum 36 months. An early Termination Fee of \$55/unit per remaining month of the lease will apply.
- Rugged Smartphone and printer hardware are subject to availability.

**Disclaimer:**

TDS may subscribe to various third-party software services to automate information input while writing the ticket. These services may include Google Maps, location services, GPS, LPR services, and VIN lookups. TDS reserves the right to disable these services in the software should they terminate. These services are integrated into the software for convenience and do not affect the issuance of citations.

ticketPRO Mobile Solution Option-2 (All-in-one nFORCER-II Print)	
This option includes a rugged smartphone and printer, software, 4/5G data plan, support, and maintenance for a single monthly price per unit.	
Initial One-time Fees	Unit Cost
ticketPRO Mobile software setup and configuration: Initial setup and installation of software with agency-specific information	\$100 per unit
36-Month Lease	Monthly Rate
<b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b>  <ul style="list-style-type: none"> <li>All included, all-in-one rugged nFORCER-II (smartphone + printer)</li> <li>4/5G data plan</li> <li>Docking power stations</li> <li>ticketPRO Mobile parking and/or admin software</li> <li>Remote management software</li> <li>ticketPRO Mobile and RM software licenses</li> <li>Maintenance and support</li> </ul>	\$150 per month per unit
Monthly Lease Details	Rate
<b>Smartphone:</b> Built-in rugged Samsung smartphone or equivalent   High-Res Camera   Bluetooth   USB Charging   4/5G LTE	Included
<b>Printer:</b> Built-in 3" printer.	Included
<b>Managed 4/5G Voice and Data Plan</b>	Included
<b>ticketPRO Mobile Software:</b> Parking Software   Real-Time citation & photo transfer   Live Lookups for prior citations   Built-in LPR   ALPR interface   Electronic Chalking   GPS tagging   Live shared data between all devices   Interfacing with pay-stations, and payment by phone systems   Scofflaw and hotlist vehicle alerts	Included
<b>ticketPRO Mobile Software Annual License</b>	Included
<b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If the equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required before turning the equipment in. An early Termination Fee of \$70 per unit per remaining month of the lease will apply.

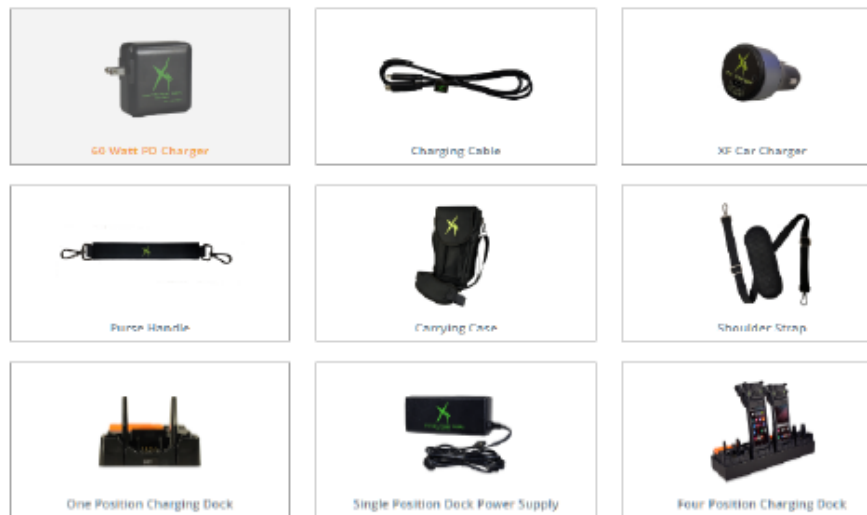
**Disclaimer:**

TDS may subscribe to various third-party software services to automate information input while writing the ticket. These services may include Google Maps, location services, GPS, LPR services, and VIN lookups. TDS reserves the right to disable these services in the software should they terminate. These services are integrated into software for convenience and do not affect the issuance of citations.

## ticketPRO nFORCER-II Accessories and options (all-in-one only)

Item	Description	Price
1	Single Dock with power supply	\$ 240.00
2	Single Dock without power supply(used with quad base)	\$ 195.00
3	Quad Dock base only	\$ 365.00
4	Quad Dock base with 4-docks installed	\$ 1,147.00
5	Hot swap Battery	\$ 138.00
6	Carry case	\$ 50.00
7	USB Car charger	\$ 55.00
8	USB AC Adapter	\$ 70.00
9	Hand strap	\$ 28.00
10	Top Strap	\$ 28.00

### Accessories



## Parking Tickets Printed Media

Citations and Envelopes	
TDS can provide standard/generic or Custom citations and envelopes compatible with our ticketPRO Mobile solution:	Unit Cost
3-inch Generic ticket rolls – 80 tickets per roll	25 rolls - \$10 per roll
	50 rolls - \$9 per roll
	75+ rolls - \$8 per roll
4-inch Blank ticket rolls	25 rolls - \$8 per roll
	50 rolls - \$8 per roll
	75 rolls - \$8 per roll
	100 rolls - \$7 per roll

<b>Initial One-time Fees</b>	<b>Cost</b>
<b>ticketPRO Platform setup and configuration:</b> Initial setup of agency-specific information (users, locations, violations, printer template, testing, etc.). Remote support of the agency's IT team for work needed to deploy and test the app.	\$2,500
<b>ticketPRO Parking software for iOS subscription</b>	<b>Cost</b>
<b>5 user subscription (per activated/enrolled user)</b> <ul style="list-style-type: none"> <li>ticketPRO Mobile iOS parking software license.</li> <li>iPhone provided by the agency.</li> <li>4/5G data plan provided by the agency.</li> <li>Zebra ZQ511/ZQ521 provided by agency or purchased (see price below)</li> </ul>	\$20/user/month (Prepaid Annually)
<b>ticketPRO Platform Hosting and Maintenance (See cloud hosting fee table below)</b> <ul style="list-style-type: none"> <li>Cloud Hosting</li> <li>Provides ongoing support and maintenance of mobile and hosting platforms.</li> <li>Software upgrade.</li> <li>Provide Testing/Staging environment for early software releases (testflight).</li> <li>Online training for iOS App.</li> <li>Access to ticketPRO TPMViewer Web interface.</li> <li>Integration features such as pay-by-plate and LPR Notifications.</li> </ul>	\$500/month Based on 26-50 users
<b>Printer Purchase (optional) Does not include ongoing support</b>	<b>Cost</b>
<b>Bluetooth Printer:</b> Zebra 3" ZQ511 Printer   Includes Lithium-Ion Battery   AC Charger   Belt Clip   2 years Parts & Labor Warranty (1 year on printhead)   Configured to Agency's ticketPRO Mobile system   Additional accessories: spare battery, case with shoulder strap, and charging dock are available for purchase.	\$850 each
<b>ticketPRO Mobile Software:</b> iOS Parking App   Real-Time citation & photo transfer   Live Lookups for prior citations   Built-in LPR   GPS tagging   Shared data between all devices   Scofflaw and hotlist vehicle lookups and alerts   LPR Notification with Genetec and Vigilant ALPR.	Included
<b>ticketPRO Mobile Parking for iOS - Annual License Terms</b> <ol style="list-style-type: none"> <li>Licenses are purchased and renewed annually.</li> <li>Licenses can be reassigned when/if a user is deactivated.</li> <li>Additional licenses purchased during a single year will be prorated.</li> </ol>	

- Sales tax will be applied to all items listed.
- Rugged Zebra printer hardware is subject to availability.

**Disclaimer:**

TDS may subscribe to various third-party software services to automate information input while writing the ticket. These services may include Google Maps, location services, GPS, LPR services, and VIN lookups. TDS reserves the right to disable these services from the software should they terminate. These services are integrated into software for convenience and do not affect the issuance of citations.

	<b>Users</b>	<b>Cost</b>
<b>ticketPRO Platform Hosting and Maintenance</b>		
<ul style="list-style-type: none"> <li>Cloud Hosting</li> <li>Provides ongoing support and maintenance of mobile and hosting platforms.</li> <li>Software upgrade.</li> <li>Provide Testing/Staging environment for early software releases (testflight).</li> <li>Online training for iOS App.</li> <li>Access to ticketPRO TPMViewer Web interface.</li> <li>Integration features such as pay-by-plate and LPR Notifications.</li> </ul>	1-25	\$350/month
	26-50	\$500/month
	51-75	\$750/month
	76-100	\$950/month
	101-150	\$1,150/month
	151 and up	TBD