

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF PORT HUENEME  
AND  
DATA TICKET, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES dated this 30<sup>th</sup> day of April, 2012 is entered into by and between the CITY OF PORT HUENEME, a political subdivision of the State of California (hereinafter referred to as "CITY"), and Data Ticket, Inc. a parking citation management and collections company ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth herein, the CITY and CONTRACTOR agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 4 "COMPENSATION AND METHOD OF PAYMENT" and SECTION 19 "TERMINATION OF AGREEMENT", the term of this AGREEMENT shall be for a period of 36 consecutive months, beginning from the date of this AGREEMENT and renewed annually.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR agrees to perform the services set forth in CONTRACTOR'S proposal dated May 1, 2012 attached hereto as EXHIBIT "A," and made a part of this AGREEMENT.

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" unless such additional services are authorized in advance and in writing by the CITY consistent with its purchasing ordinance and implementing guidelines.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONTRACTOR the amounts specified in CONTRACTOR'S Proposal under the heading "Cost and Schedule" attached hereto as EXHIBIT "A," and made a part of this AGREEMENT.

(b) CONTRACTOR shall be compensated monthly based on invoices detailing the fees earned during the preceding period. Contractor will deduct their fee from the monies collected and issue a payment to the CITY for the balance owned the CITY. The CITY shall either approve or reject the statement and fee analysis. The these documents are rejected by the CITY, CONTRACTOR will be notified, and both parties shall use their best efforts to resolve the disputed items.

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONTRACTOR'S work under this AGREEMENT, either during performance or when completed. Acceptance of any of CONTRACTOR'S work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All documents, reports, and forms prepared and delivered to CITY by the CONTRACTOR pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONTRACTOR.

## **SECTION 7. RECORDS AND AUDITS.**

CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records adequate to identify and account for all costs pertaining to this AGREEMENT and other such records as may be deemed necessary by the CITY to assure proper accounting for all compensation provided hereunder. The CONTRACTOR shall allow the CITY, or any of its duly authorized representatives, access to books, documents, papers, and records maintained by the CONTRACTOR pursuant to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts; provided, further, that the CONTRACTOR shall retain all records pertaining to this AGREEMENT for a period of three (3) years after the date of expiration of this AGREEMENT, unless prior written permission to destroy the same is granted by the CITY. Where the CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONTRACTOR'S business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting

party. Access to such documents and records shall be granted to the CITY, as well as to its successors-in-interest and authorized representatives.

## **SECTION 8. STATUS OF CONTRACTOR.**

(a) CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONTRACTOR shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY; whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, 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 not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR'S officers, employees or agents is in any manner officials, officers, employees, or agents of CITY.

(c) Neither CONTRACTOR, nor any of CONTRACTOR'S officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits that may otherwise accrue to CITY'S employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

## **SECTION 9. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

## **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.**

CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONTRACTOR shall obtain any

and all licenses, permits, and authorizations necessary to perform the services set forth in this AGREEMENT including a City Business License. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

#### **SECTION 11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

#### **SECTION 12. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

#### **SECTION 13. CONFLICTS OF INTEREST.**

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

(b) CITY understands and acknowledges that CONTRACTOR is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONTRACTOR is unaware of any interest the CITY has in such projects. Should CITY have an interest in such services in the future the parties shall meet and review same and determine whether such is a conflict of interest and determine how to resolve such, including but not limited to the termination of this AGREEMENT. .

#### **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONTRACTOR in performance of this AGREEMENT shall be considered confidential, except to the extent such information is public knowledge. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the CITY's Director of Community Development, except as may be required by law.

(b) CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the CITY's City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives CITY notice of such court order or subpoena.

(c) If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONTRACTOR'S conduct.

(d) CONTRACTOR shall promptly notify CITY should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 15. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONTRACTOR or any other person, and CONTRACTOR shall indemnify, defend, and hold harmless INDEMNITEES from any and all costs, liabilities, damages, reasonable attorney's fees, or expenses of any kind that arise out of, or are in anyway related to, the negligence or misconduct, or acts of omissions of, CONTRACTOR WHILE PERFORMING OR FAILING TO PERFORM CONTRACTOR'S work. Such cost and expense shall include reasonable attorney fees.

(b) The provisions of this section do not apply to the extent a claim occurs as a result of the CITY's negligence or willful acts or omissions.

#### **SECTION 16. INSURANCE.**

CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" Insurance and made a part of this AGREEMENT. All insurance policies shall be subject to approval by the CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the CITY's Director of Community Development. CONTRACTOR agrees to provide CITY with copies of required policies upon request.

#### **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONTRACTOR'S duties or obligations under this AGREEMENT without the prior written consent of the City's Director of Community Development, which may be withheld in its sole discretion. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONTRACTOR shall make every reasonable effort to maintain the stability and continuity of CONTRACTOR'S staff assigned to perform the services required under this AGREEMENT. CONTRACTOR shall notify CITY of any changes in CONTRACTOR'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY or the CITY's City Manager may terminate this AGREEMENT, with or without cause, at any time by giving sixty (60) days written notice of termination to CONTRACTOR. In the event such notice is given, CONTRACTOR shall cease immediately all work in progress.

(b) If either CONTRACTOR or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONTRACTOR, or CITY may terminate this AGREEMENT immediately upon written notice.

(c) Upon termination of this AGREEMENT by either CONTRACTOR or CITY, all property belonging exclusively to CITY, which is in CONTRACTOR'S possession, shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in section 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in section 4 of this AGREEMENT.

## **SECTION 20. DEFAULT.**

In the event that CONTRACTOR is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR.

## **SECTION 21. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

## **SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A", shall be furnished to CONTRACTOR in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

## **SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Tamah Figg  
Code Compliance Manager  
250 North Ventura Road  
Port Hueneme, CA 93041

City Clerk  
250 North Ventura Road  
Port Hueneme, CA 93041

To CONTRACTOR: Data Ticket, Inc.  
4600 Campus Drive, Suite 200  
Newport Beach, CA 92660

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service, or its successor.

**SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONTRACTOR to the performance of its obligations hereunder.

**SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the CITY and CONTRACTOR.

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONTRACTOR and the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 27. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.



**SECTION 28. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 30. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which is not embodied herein, shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. In the event of conflict between any terms of this AGREEMENT and any Exhibit thereto, the terms of this AGREEMENT shall prevail.

**SECTION 31. SEVERABILITY.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**SECTION 32. EXECUTION.**

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CONTRACTOR:**  
Data Ticket, Inc.



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**Marjorie A. Fleming**

**CITY:**  
City of Port Hueneme



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**David J. Norman**  
City Manager



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**Mark D. Hensley, City Attorney**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

See attached proposal.



4600 Campus Drive, Suite 200  
Newport Beach, CA 92660  
888-752-0512 – Phone  
949-752-6033 - Fax  
MFleming@DataTicket.com

**EXHIBIT A**

**SCOPE OF SERVICE AND**

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

**AND**

**CITY OF PORT HUENEME  
250 NORTH VENTURA ROAD  
PORT HUENEME, CALIFORNIA 93041**

(hereinafter sometimes referred to as "AGENCY"),

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

**ARTICLE I - CITATION PROCESSING**

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

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

**1.3 Collection and deposit of funds:** A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services



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rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge liability and all refunds and provide all supporting documentation for the AGENCY records.

1.4 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.

1.5 Verification of Ownership: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.6 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:

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

1.7 Registration Holds: The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a



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delinquency notice. The period of time will not exceed the time limits provided by state and local law.

**1.8 Removal of Registration Holds:** COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

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

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

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

**1.12 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



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the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.13 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The post mark date will be the criteria used to establish any delinquent fees due. If there is no post mark, the payment will be considered to be received on time

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

## **ARTICLE II - PAYMENT PROCESSING**

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

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

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

"Partial Payments" are citations paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

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

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal



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control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

**2.5 Cash Payments:** COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

**2.6 Deposits:** All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint account between COMPANY and AGENCY is opened, all deposits shall be directly deposited and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. In that case, AGENCY will supply deposit slips and endorsement stamp to COMPANY

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





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### **ARTICLE III – WEB SITE**

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

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

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

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

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

### **ARTICLE IV – ADDITIONAL SERVICES**

4.1 CVC 40215: Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying AGENCY contestants by phone and in writing of decisions. The AGENCY shall be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.

4.2 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

4.3 Postal Rate Increase: The COMPANY will maintain auditable records to document



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the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

#### **ARTICLE V - GENERAL**

5.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

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

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

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

5.5 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 or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.



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## **ARTICLE VI - REPORTS**

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

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

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

## **ARTICLE VII – Exclusivity**

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

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

## **ARTICLE VIII – SUBCONTRACTORS AND ASSIGNMENTS**

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

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



4600 Campus Drive, Suite 200  
Newport Beach, CA 92660  
949 752 6937 (x) 310 - Phone  
949-752-6033 - Fax  
[MFleming@DataTicket.com](mailto:MFleming@DataTicket.com)

**FULL SERVICE PROPOSAL FOR THE CITY OF PORT HUENEME**

<u>Description</u>	<u>Proposed Fee</u>
Fee for processing each manual citation	\$1.05 per cite
Fee for processing each electronic citation	\$ 0.80 per cite
Fee for first courtesy notice	1 <sup>st</sup> Class Postage
Fee for <u>collecting</u> each out-of-state parking citation	28% of collections

There is **NO** monthly minimum fee. Specified services and material covered by the fees for both in-state and out-of-state citations include:

- Data entry and updating of all handwritten citations
- Electronic entry and updating of all electronic citations
- Collecting, processing and applying all payments
- Processing all status changes to citation database
- Unlimited user ID's & passwords for Client Access to the [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) website
- Viewing and printing of citation management reports and citations at the City 24/7
- Access to the City's data 24/7, real-time
- Credit card payments online, real-time via the citation processing website
- Credit card payments accepted via phone or paper
- 24/7 citizen access to City data to view, appeal and pay citations
- Online connection to California DMV for daily registered owner information files
- Online connection to California DMV for daily hold and release files
- Online connection to Florida, Ohio, Texas, Washington, Oregon, New York, Pennsylvania, New Jersey, and Maryland DMV's for registered owner information
- Interface with other DMV's nationwide for registered owner information via diskette, CD & tape, etc.
- Interface with third party vendor for nationwide registered owner information
- All forms, postage and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representatives
- 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

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**FULL SERVICE PROPOSAL FOR THE CITY OF PORT HUENEME**

<u>Description</u>	<u>Proposed Fee</u>
Fee for Delinquent Parking Collections	30% of collected revenue
Additional Correspondence	\$ 1.50 per piece
Scheduling all Appeals & Performing Reviews	\$ 3.50 per appealed citation
Hearings: Hearings must be held less than 90 days from request per CVC. A minimum of 4 hours is charged per visit for in-person hearings.	\$85.00 per hour
FTB Tax Lien Participation: Social Security Number Request	\$3.00 per unique SSN Request
Collections, file adjustment & reconciliation reports	15% of collections
Joint Banking Account Services: (All bank fees and supplies to be paid by the City) <i>Services include:</i> <ul style="list-style-type: none"><li>• Daily deposits of funds to the City's escrow account</li><li>• Online, real-time reconciliation reports that tie directly to the bank statement</li><li>• Processing of all credit card charge-backs and insufficient funds</li><li>• Month-end reconciliation of all funds collected</li><li>• Disbursement of County / State Surcharges at month-end</li><li>• Payment of Data Ticket's invoice</li><li>• Disbursement of the net remittance to the City</li></ul>	\$50.00 per month
Refunds and NSF's handled by the Company	\$ 5.00 per instance
<hr/>	
No charge to Agency for credit card usage	\$ Included
System and Ad Hoc Reporting	\$ Included
DMV Inquiries and Registration Holds (In-state and Out-of-state)	\$ Included
Payment Processing	\$ Included
Internet Inquiry and Payment Processing	\$ Included

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***FULL SERVICE PROPOSAL FOR THE CITY OF PORT HUENEME***

**Description**

**Proposed Fee**

**Fees charged to the User, not the City**

Credit card transaction fee charge to user \$ 3.50 per transaction

Credit card chargeback fee charged to user \$40.00 per chargeback

Payment plan fee charged to user \$15.00 per plan

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Credit card transaction fees and postage fees will increase as costs for accepting credit cards online and/or postage rates increase.

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**Data Ticket offers several different handheld ticket writers and will be happy to provide demo units upon request.**

## EXHIBIT "C"

### INSURANCE

A. Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to the CITY'S legal counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONTRACTOR shall provide the following scope and limits of insurance or such reduced scope and limits of insurance as deemed acceptable by the City's legal counsel:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile Liability covering scheduled automobiles. CONTRACTOR and its agents, employees, and/or subcontractors shall use only covered vehicles in the performance of any work connected with this AGREEMENT.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONTRACTOR'S profession (Not applicable to this AGREEMENT).

2. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.



(2) Commercial or Personal Automobile Liability: \$500,000 combined single limit for bodily injury and property damage, including owned, non-owned and hired automobiles.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident (if applicable).

(4) Errors and Omissions Liability: \$500,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. General Liability.

(1) Each insurance policy required hereunder shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY'S Director of Community Development.

(2) CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed officers, officials, and employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, and employees and volunteers, shall apply in excess of, and not contribute with, CONTRACTOR'S insurance.

(3) CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

2. Workers' Compensation and Employer's Liability Coverage. Unless the CITY'S Director of Community Development otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR. CONTRACTOR warrants and represents that it has no employees and, as such, Workers' Compensation and Employer's Liability Coverage is not required for the

purposes of this contract. CONTRACTOR'S subcontractor(s) shall provide evidence of Workers Compensation and Employer's Liability Coverage unless a similar written warranty is submitted to the CITY stating that the subcontractor(s) have no employees and are also exempt from Workers' Compensation and Employer's Liability Coverage requirements.

C. Other Requirements. CONTRACTOR agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONTRACTOR furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.