Turbo Data Systems Contractor

Processing of Parking and Administrative Citations, Permit Management, and Ticketwriters Project Title

> 001-150-5400 Budget Account Number

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THIS CONTRACTUAL SERVICES AGREEMENT (Agreement) is entered into on <u>August</u> 13, 20<u>19</u>, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Turbo Data Systems, a California corporation, (Contractor).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled "DESCRIPTION OF PROJECT," and Contractor agrees to provide City, at its own cost and expense, all services and furnish all labor and materials necessary to complete in a good, professional and substantial manner, the contractual services indicated and described in SECTIONS 2 and 3, respectively.

SECTION 2 - SCOPE OF CONTRACTUAL SERVICES - BASIC

Contractor shall perform those basic contractual services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled "SCOPE OF CONTRACTUAL SERVICES - BASIC."

SECTION 3 - SCOPE OF CONTRACTUAL SERVICES - ADDITIONAL

City and Contractor agree that it may be necessary for Contractor to perform or secure the performance of related contractual services other than those set forth herein. In such instance, Contractor shall advise City, in advance and in writing, of the need for such additional contractual services, their cost and the estimated time (if appropriate) required to perform them. Contractor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic contractual services to be provided by

Contractor and has given its <u>written authorization</u> to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B, accordingly.

SECTION 4 - COMPENSATION

Contractor shall be compensated for contractual services rendered to City pursuant to this Agreement periodically at the rate as set forth in EXHIBIT C, entitled "COMPENSATION," and in accordance with all other applicable provisions of this Agreement. Amounts due to Contractor from City for contractual services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the contractual services invoiced were provided. City will make payment on each such invoice within 45 days of receipt of it. However, if Contractor submits an invoice which is incorrect, incomplete or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services contemplated under this Agreement. In procuring the professional services of others to assist Contractor in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Contractor shall not employ or otherwise obtain the professional services of any person or entity known to Contractor or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Contractor further warrants that Contractor will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this Project for which professional services are rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the contractual services contemplated by this Agreement, City shall:

- **<u>6.1</u>** Guarantee access to and make all provisions for Contractor to enter upon City property as required for Contractor to perform Contractor=s contractual services.
- **6.2** Designate in writing a person(s) to act as City=s representative with respect to the services to be performed under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret, and define City=s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's contractual services.
- **<u>6.3</u>** Give prompt written notice to Contractor whenever City observes or otherwise becomes

aware of any defect in the contractual services.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Contractor's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 8701)), shall be limited to the extent caused by Contractor's negligent acts, errors or omissions.

SECTION 8 - INSURANCE PROVISIONS

Any requirements by City that Contractor carry general liability or any other type of insurance in connection with the services to be performed and/or contractual services to be rendered by Contractor pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Contractor shall maintain all books, records, documents, accounting ledgers and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for such access and inspection. Contractor shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 3 hereinabove.

9.2 Assignment

This Agreement is binding on the heirs, successors and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Contractual Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic contractual services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of an amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All contractual services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.

9.5 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

9.6 Independent Contractor

City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the services performed under this Agreement. Contractor shall be free to render contractual services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9.7 Permits and Licenses

Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the services.

9.8 Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the services.

9.9 Integration; Amendment

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.10 Control of Services - Direction

City representative(s) designated pursuant to Subsection 6.2 of this Agreement shall decide all questions which may arise as to the quality or acceptability of materials furnished and services performed and as to the manner of performance and rate of progress of the services, all

questions which arise as to the interpretation of the specifications, all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor and all questions as to claims and compensation.

9.11 Interpretation of Specifications

Should it appear that the services to be done or any matter relative thereto is not sufficiently detailed or explained in any specifications, special provisions, and/or related documents, Contractor shall apply to the City for such further explanations as may be necessary and shall conform to such explanations or interpretations as part of this Agreement, so far as may be consistent with their original intent. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City's representative(s), whose decision thereon shall be final.

9.12 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Contractor notice to proceed with the services. Such notice may authorize Contractor to render all of the contractual services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Contractor shall diligently proceed with the services as authorized.

9.13 Subcontracts

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the services to be performed under this Agreement. Contractor shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this Agreement.

9.14 Term; Termination

The term of this Agreement shall commence upon City's issuance to Contractor of a notice to proceed for all or a portion of the contractual services, as hereinabove provided, and terminate three (3) years from the date of such notice to proceed.

For each succeeding 12-month term of this Agreement, Contractor may request City to adjust the compensation rate(s) during such term. Contractor's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefor in response to Contractor's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent.

Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 90 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

<u>9.15</u> Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

- To City:Mark Orme
City Manager-or-
City City of ChicoMark
City City of ChicoP. O. Box 3420
Chico, CA411 N
95927-3420To ContractorTack a Data State
 - Mark Orme City Manager City of Chico 411 Main Street Chico, CA 95928
- To Contractor: Turbo Data Systems Roberta J. Rosen, President 18302 Irvine Blvd., Suite 200 Tustin, CA 92780-3464

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT E, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

Mark Orme, City Manager*

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:

Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(D)

CA STD FORM 06/20/2019 R:\FORMS\CAFORMS\ADMIN STD\CSA\CSA.doc CONTRACTOR:

By: Roberta J. Rosen, President

APPROVED AS TO CONTENT:

Scott Dowell, Admin Services Director

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Turbo Data Systems Contractor

Processing of Parking and Administrative Citations, Permit Management, and Ticketwriters Project Title

> 001-150-5400 Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The Contractor shall provide processing and payment services for parking permits, administrative citations and parking citations.

Turbo Data Systems Contractor

<u>Processing of Parking and Administrative Citations,</u> <u>Permit Management, and Ticketwriters</u> Project Title

> <u>001-150-5400</u> Budget Account Number

EXHIBIT B

SCOPE OF CONTRACTUAL SERVICES - BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

Parking Permits – See Attachment 1

Administrative Citations - See Attachment 2

Parking Citations – See Attachment 3

Turbo Data Systems Contractor

<u>Processing of Parking and Administrative Citations,</u> <u>Permit Management, and Ticketwriters</u> Project Title

> 001-150-5400 Budget Account Number

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined in this Agreement, shall not exceed the annual budget amount.

Compensation shall be based upon actual invoices received and at the rates as detailed on Attachment 4.

Turbo Data Systems Contractor

Processing of Parking and Administrative Citations, Permit Management, and Ticketwriters Project Title

> <u>001-150-5400</u> Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named

insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance

requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Turbo Data Systems Contractor

Processing of Parking and Administrative Citations, Permit Management, and Ticketwriters Project Title

> 001-150-5400 Budget Account Number

EXHIBIT E

SPECIAL PROVISIONS

NONE.

SCOPE OF SERVICES

Scope of Service for processing all Parking Permits:

TDS offers a comprehensive Residential Permit solution comprised of a self-service web application accessible to the public and agency staff. This is a very customizable solution which supports agency specific content, information and activities. The public can register for a new account which can be used as a portal to view profile, applications, history, vehicles, obtain guest permits and pay online. The system allows for permit renewals; either by letter generation and mailing, and/or electronic notification. TDS can assist the agency with creating email campaigns to improve customer service and communication. It is a complete solution with flexibility to help the agency address their parking permit needs and provide convenience to the public.

getaPERMIT is a cloud-based solution that simplifies the management and maintenance of residential permit issuance and enforcement while adhering to agency policies and ordinances. Required documents can be collected during the registration and application process and digitally viewed and maintained during the verification process by the agency and/or TDS.

The permit management system is scalable and designed to handle multiple permit types:

- Multiple physical permits and multiple combinations (bumper sticker, decal, hangtag)
- Virtual Permits Use vehicle plate
- Guest Permits
- Overnight Permits
- Multiple Residential Zones/Districts
- Annual residential permits
- Business parking permits
- RV permits
- Yard Sale Permits
- Discount Permits for qualified applicants

Permit pricing can be tier-structured, prorated or allow for special exceptions, discounts, pickup, delivery, etc. The

system will allow both TDS and designated agency staff to issue and administer permits as needed.

Description of Basic Service

The process includes services for both online and manual over-the-counter permit processing.

Online processing includes:

- New account registration online
- Review of account application and required documents
- Electronic notification of account approval or rejection to resident
- Permit application
- Review of permit application and required documents
- Electronic notification of permit approval or rejection to resident
- Online payment processing via secure website
- Fulfillment

SCOPE OF SERVICES

If desired, TDS will perform the verification of required documents (proof of residence verification, vehicle license

information, etc.), data entry, maintenance functions, permit fulfillment and all required mailings.

TDS will provide Online Support to Agency personnel via email 8am-5pm Monday-Friday (excluding Holidays)

Data Entry - All uploaded documents will be available for viewing by agency staff. TDS will manually enter all data as is appears on the application. Applicant will be notified if there is a discrepancy or error on the application. All correspondence sent to the applicant will be noted and can be viewed by agency staff.

Renewal Notification - Annual renewals will be mailed and/or emailed to each account as specified by the agency. The notice will provide permit account information and payment options, with instructions for payment online and by mail.

Other correspondence will be mailed and/or emailed as necessary (denial letters, requests for information, etc.).

Agency Online Access - TDS will provide the agency with access to the Permit application. This access will allow agency staff to search for specific information. The agency will designate individuals who can have access the system.

Real-Time Enforcement - The TDS permit management system was designed to interface directly with our ticketPRO magic mobile solution to provide real-time information on parking permits. Officers in the field will be able to check on permit status and receive pertinent information regarding annual, monthly and daily permits even on same day, including virtual permits. ticketPRO magic can search by Permit number as well as by Plate for virtual permits.

Permit Manager can integrate with License Plate Recognition (LPR) systems by providing current permit information such as type, status, lost, stolen, temporary, etc. TDS will work with the agency's LPR vendor to ensure smooth integration. Alternatively, TDS has strategic partner offering a Mobile LPR solution that is already integrated with ticketPRO to provide an immediate enforcement solution.

Reporting - TDS will provide daily reporting showing the dollar amounts collected and deposited on a daily basis. Detail and management summary reporting will be provided online.

Monthly reporting will be provided showing the number of permits applied for, the number of permits pending and the number of permits issued. Financial and statistical reports will be customized as needed. Management reports will identify all activity.

Visual Mapping/Reporting is also available and provides management with an easy view of pertinent permit data.

The getaPERMIT web site offers many features to help first time and returning visitors with easy access to navigate and access the site. Each page can have custom content to better communicate instructions, announcement, policies to visitors. This part is a focal point during the planning and implementation and can be changed at any time in the future.

SCOPE OF SERVICES

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| | | |
| Website branding (1) | | |

Our permit solution supports branding features to provide assurance to the visitor that they have reached the correct web site. URL link will be set as smcpermits.getapermit.net or smc.getapermit.net and a customized graphics can be used as site banner.

In-Line Help Support (2)

In-Line Help Support provides a friendly, guided tour that helps permit users reach their goals without any trouble or difficulties. The In-Line Help provides assistance with the most common questions and topics.

Multi-lingual support (3)

The website supports multi-lingual translator to help non-English speaking citizens or visitors.

Public Online "Self-Help" Access (4)

TDS will provide a cloud-based "self-service" website that resident and visitors alike can use to complete a permit application, upload required documents, and pay for their permits. The website will accept payments made with Visa, MasterCard or Discover.

The website can display description/FAQ related to the permit program, as well as provide forms and instructions for a manual permit application. A Link to the City website can also be provided.

Applicants have the option of saving the application prior to completion and returning to where they left off.

Vehicle Changes/Permit Replacements

getaPERMIT allows for permits to be replaced at a cost or to have the fee waived in the event that the permit is lost or stolen. Permits can also be replaced or transferred to a different vehicle.

Real-Time Enforcement

The TDS permit management system was designed to interface directly with our ticketPRO mobile solution to provide real-time information of parking permits. Officers in the field will be able to check on permit status and receive pertinent information regarding annual, monthly and daily permits even on same day, including virtual permits. ticketPRO can search by Permit number as well as by Plate for virtual permits.

Turbo Data Systems, Inc.

SCOPE OF SERVICES

Permit Manager can integrate with LPR systems by providing current permit information such as type, status, lost, stolen, temporary, etc. TDS has partnered with an LPR solution provider to provide a streamlined enforcement.

Unpaid Citation Notification (checkCITATION)

getaPERMIT supports the option to interface with the citation database and reports on outstanding citations. This can be used to prevent purchase/renewal of a permit until the outstanding citations are paid. Visitor will be redirected to payment website and then return back to the permit page to continue their purchase.

SCOPE OF SERVICES

TDS shall perform the following services in processing all Administrative Citations:

- A. Basic Processing TDS will enter manual citations including the name and address of the responsible party from the citation and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, pticket.com web-based Inquiry System for the public with customized content, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. System and Document Storage Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- C. Online Reporting Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- D. Notice Processing Print the required Notice and mail to each responsible party within a City determined number of days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and address changes. The notice date shall be delayed if there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.
- E. **Delivery Service** Manual citations will be mailed or **scanned** to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via US Mail.
- F. **Collection and Payment Processing** TDS will provide the following collection and payment processing services for Customer:
 - Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable public inquiries by phone and/or mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account
 - Verify amounts deposited, by citation number
- G. Web Payment System Payment by Credit Card Through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The system authorizes each transaction while the customer is online. Customers are given an email confirmation to confirm their charge. The pticket.com web payment

SCOPE OF SERVICES

system automatically updates the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to the merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to further collections. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.

- H. Administrative Adjudication Processing Service TDS will provide for the processing of requests for contesting citations, and tracking and monitoring all relevant dates on an automated system. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Hearing requests will be entered within 2 business days of receipt. City will be notified of the Hearing request. City will schedule and conduct the hearing, and notify TDS of the result. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- I. Online Inquiry Access for Customers' Staff TicketPROWeb Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, and view daily deposits made by TDS. TDS' technical staff will provide support. TDS will provide access to the citation database through the Customers' Internet connection.
- J. Additional Notices TDS will mail Other Correspondence as required for processing.
- K. ICS Collection Service Special Collections Citations remaining outstanding ninety days after becoming delinquent and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- L. Franchise Tax Board Offset Program TDS will combine citations by responsible party for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required

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FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process. Customer will pay the FTB directly for their offset services.

M. Bank Account Management - TDS will open a trust account in the name of the Agency to receive parking deposits for all administrative citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation. This account may be joined with the parking citation trust account in the event that one exists.

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TDS shall perform the following services in processing all Parking Citations:

- A. Basic Processing TDS will enter manual citations and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, pticket.com web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. Handheld Ticket writer Interface TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. System and Document Storage Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** TDS will provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. DMV Interface for Registered Owner Name Retrieval Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. Notice Processing Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.
- G. DMV Interface for Placing Registration Holds Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.

SCOPE OF SERVICES

- H. **DMV Interface for Releasing Registration Holds** Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. Delivery Service Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via US Mail.
- K. Collection and Payment Processing TDS will provide the following collection and payment processing services for Customer:
 - Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable non-judicial public inquiries by phone and/or mail
 - Return questionable mail to Customer for decision
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide monthly Paid Citation Distribution Report
- **L** Out of State Citations TDS 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. Requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for this processing, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the registered owner has been retrieved. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports).
- M. Web Payment System Payment by Credit Card Through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The system authorizes each transaction while the customer is online. Customers are given an email confirmation to confirm their charge. The pticket.com web payment system automatically updates the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to the merchant account, the funds are pulled directly from the

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Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.

- N. Administrative Adjudication Processing Service TDS will provide for the processing of requests for contesting citations, allowing for agency processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- O. Paperless Appeals (eAppealsPRO & Scanning) TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.
- P. Online Inquiry Access for Customers' Staff TicketPROWeb Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.
- Q. Additional Notices TDS will mail Other Correspondence as required for processing.
- R. Payment Plans TDS will provide for payment plans to support AB503 legislation. Customer will make approve all payment plans and TDS will provide the system to track and monitor the plans for compliance. TDS will generate and mail all required payment plan correspondence.
- S. ICS Collection Service Special Collections Citations remaining outstanding ninety days after becoming delinquent, DMV No-Holds, DMV Transfer of Ownership Releases, Non-California license plates, and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer

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Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.

- T. Franchise Tax Board Offset Program TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process. Customer will pay the FTB directly for their offset services.
- U. Bank Account Management TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.
- V. Handheld Ticketwriters ticketPRO Magic TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect.
- W. Support and Maintenance for Ticketwriters TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units and provide RemoteConnect Support for devices while in the field.
- X. TP Magic Communications Package (Cellular) TDS will provide a 4G data plan with unlimited voice/text messaging for field units.

EXHIBIT "A" ~ CONSIDERATION PERMIT MANAGEMENT SERVICES

**** PERMIT STARTUP COSTS WAIVED FOR CITY OF CHICO \$1500 WAIVED ****

| PROCESSING FEES - PERMIT MANAGEMENT | | |
|--|---|--|
| ONE TIME STARTUP COST | \$1,500 | |
| Includes: Database Creation, System Setup of Tables (Locations, Zones, Users, Security), Pro Management, Client Approval, Web-Based training, Web Site Customization | | |
| MONTHLY SERVICE/CLOUD-HOSTING FEE/CALL CENTER | \$250 | |
| This fee will cover the basic maintenance and availability of the system for the public and the City: Online Account Registration Online Permit Applications by Public & Uploading of Documents Cloud Document Storage Allows Agency entered Permit Applications Dedicated FAQ ; Info Panel Updates Unpaid Parking Citation Check; Requires Citation Payment prior to Permit Approval/Issuance. Self-Service Internet access 24/7 for the public to view their permit information Online Support for the Agency Staff via email 8am-5pm Monday-Friday (excluding Holidays) | | |
| PERMIT FEE – Physical Permits All Current Residential and Downtown Permits qualify for this fee. Automatic application status email notifications Online Renewal Option for the Public Permit tracking for ticketPRO Enforcement Integration | \$2.00 per permit | |
| PERMIT FEE – Digital Permits Virtual Permits; Vehicle Plate is the permit PDF Permits; Printable paper permits for the Public/Agency Commonly used for Guest Permits, Temporary Permits, etc. Permit tracking for ticketPRO Enforcement Integration | \$0.50 per permit | |
| FULFILLMENT SERVICES - Performed by TDS staff Suffilment Fees are in addition to applicable Permit Fees Includes manual entry of mailed/emailed accounts Review/Approval of submitted account documents Permit stock inventory management Issue approved permits and deliver via mail with letter | \$1.50 per permit (plus 1st class postage) | |
| OTHER MAILED LETTER CORRESPONDENCE This fee will cover the mailing of a single page of information, such as a simple renewal letter or a rejection letter, etc. Other mailings outside of the fulfillment process can be negotiated. | \$1.00 per letter (plus 1st class postage) | |

EXHIBIT "A" – CONSIDERATION PERMIT MANAGEMENT SERVICES

| GROUP EMAIL CORRESPONDENCE This fee will cover the emailing of information to a group of accounts, such as special communications and permit offers, etc. Text to be provided by Customer. | \$75.00 per group email |
|--|--------------------------------|
| CREDIT CARD PAYMENTS (Internet) A convenience fee of 5% of the amount paid (\$1 minimum) will charged to the online customer for this service. This fee covers the cost of ongoing maintenance, agency support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change). | No Charge to Agency |
| CUSTOMIZATION CHARGES (OPTIONAL) Customization charges will apply for development of any non-standard permit types, parameters, or other requirements not included in current getaPermit system. Estimates for customization costs and date of deployment will be provided before the start of implementation. | \$75 per hour |
| PERMIT STOCK/SUPPLIES | Supplied by Agency |
| COST INCREASES If postal rates increase during the term of this agreement, any per notice fee paid to TDS shall be raised immediately to offset the effect of the postal rate increase. | Postal Rate Increase Offset |

EXHIBIT "A" - CONSIDERATION TICKETWRITER SERVICES

| ticketPRO | Rugged Smartphone with Bluetooth Printer | |
|---|--|---------------------|
| Purchase Option: All through TDS | | |
| | Unit Price | 6 Phones/ 1 Printer |
| Unit Purchase w/TPM Software | \$300 | \$1,800 |
| Hardware/Software Conguration | \$100 | \$600 |
| Bluetooth Printer | \$495 | \$495 |
| Software Maintenance/Support Hosted Voice & Data Plan Lost/Stolen/Damaged Smartphone Replacement | \$60/month | \$360/month |
| 5yr-Extended Printer warranty | \$250 | \$250 |
| Installation and Training: On-Site training | & support includes travel expe | nses |
| Install and Train | No Charge | |

Items are subject to availability

• Covered Smartphone Replacements will incur a deductible fee (\$150) plus a \$100 configuration fee.

· Citations and Envelopes are available. Pricing varies with quantity ordered.

EXHIBIT "A" – CONSIDERATION ADMINISTRATIVE CITATION PROCESSING

| Fee per El | ectronic Administrative Citation | \$2 per citation | |
|---------------------|--|---|--|
| Fee per M | anual Entry Administrative Citation | \$5 per citation | |
| Included | The pricing above includes the following services: | | |
| 1 | Citation Entry - including name and address of responsible party | | |
| 1 | Citation payments/dispositions (bounced checks, payments, extensions, etc.) | | |
| 1 | Call Center live assistance 8am-5pm Monday-Friday (excluding Holidays) | | |
| 4 | Weekly/monthly reporting readily available and accessible over the Internet 24/7 | | |
| * | Daily pick up of payments and other documents from a TDS provided P. O. Box | | |
| * | Payment processing | | |
| 1 | Bank deposits | | |
| 1 | Database maintenance | | |
| 1 | Daily system backups | X | |
| 1 | Documentation and training for use of TDS provided | online system | |
| 1 | Ongoing Client support | | |
| × | www.pticket.com Web pages customized for the C | ity; available 24/7 | |
| Letter Mai | ling | \$0.76 per letter | |
| ~ | 1 st class postage included. Certified/Other mailing costs will be billed to the City. | | |
| * | Notices, Correspondence, Partial Payment Notices, He | aring Letters, etc. | |
| Innovativ | e Collection Services (ICS) | 26% of amount collected | |
| 1 | Delinquent Follow-up Collections for unpaid accounts | | |
| 1 | All ICS notices are mailed at no cost to the City, include | ling postage | |
| 1 | Toll free ICS number and P.O. Box provided to public | Toll free ICS number and P.O. Box provided to public to handle inquiries and disputes | |
| | | | |
| 4 | Payments can be made via mail or www.pticket.com | and manage and | |
| | Payments can be made via mail or <u>www.pticket.com</u> Tax Board Collection Services | \$2.50 per account plus | |
| | | \$2.50 per account plus 15% of amount collected | |
| Franchise | Tax Board Collection Services | \$2.50 per account plus 15% of amount collected ined to one lookup) | |
| Franchise | Tax Board Collection Services Social Security lookup (citations for one violator comb | \$2.50 per account plus 15% of amount collected ined to one lookup) | |
| Franchise | Tax Board Collection Services Social Security lookup (citations for one violator comb Notice mailed combining same violator's citations to o Notices and postage are included. No Notice Fee | \$2.50 per account plus 15% of amount collected ined to one lookup) | |
| Franchise ✓ ✓ | Tax Board Collection Services Social Security lookup (citations for one violator comb Notice mailed combining same violator's citations to o | \$2.50 per account plus 15% of amount collected ined to one lookup) | |
| Franchise | Tax Board Collection Services Social Security lookup (citations for one violator comb Notice mailed combining same violator's citations to o Notices and postage are included. No Notice Fee Accounts sent to FTB Interagency Offset Program | \$2.50 per account plus 15% of amount collected ined to one lookup) | |

EXHIBIT "A" -- CONSIDERATION ADMINISTRATIVE CITATION PROCESSING

| Banking Option-1: TDS Bank Management | \$25/month plus bank fees/supplies | | |
|--|---------------------------------------|--|--|
| Process all parking and admin citation deposits into a separate accour \$3.50 fee per NSF/Chargeback and refund will be billed to Agency Write a check to TDS for services rendered Reconcile the account monthly Provide monthly reconciliation of all activities in the account Write a check to Agency monthly for the balance of the funds Note: \$25 per month if TDS Bank Management is already est not. | | | |
| Banking Option-2: Courier Bank Deposits | \$100/month | | |
| Courier deposits to Agency's bank will incur this fee. | | | |
| Banking Option-3: Remote (Scan) Check Deposits | No Charge to Agency | | |
| Electronic deposits (scanning checks) into Agency's existing bank account incurs no monthly fee. | | | |

EXHIBIT "A" – CONSIDERATION PARKING CITATION PROCESSING

| Added Fee | ctronic Parking Citation Issued | \$0.50 per citation |
|--|---|---|
| | per Manual Parking Citation Issued | \$0.25 per citation |
| Included | The price includes the following services: | |
| 4 | Entry/import of all citations | |
| 4 | Citation dispositions (bounced checks, payments, extensions, etc.) | |
| ~ | DMV interface (r/o retrieval and placing and releasing registration holds) | |
| st. | Weekly/monthly reporting readily available and accessible over the Internet | |
| 1 | Toll-free telephone number (for public access) | |
| ¥ | Interactive Voice Response System (IVR) | |
| * | Customer Service Representatives (8:00 am – 5:00 pm, Mon - Fri, excluding holidays) | |
| | Daily pick up of payments and other documents from a TDS | provided P. O. Box |
| 1 | Scan and remote deposit checks into Agency's Bank account | |
| 4 | www.pticket.com/chico Web pages customized for the / | Agency |
| 1 | Database maintenance / Daily system backups | |
| 1 | Secure, online access for Agency Staff to citation database; access | Agency provides PC with interne |
| v | Documentation and training for use of TDS provided online | system |
| 1 | Ongoing Client support and Training | |
| Reminder M | lotices (Notice of Violation) | \$0.76 per notice mailed (includes postage |
| | forms, envelopes, return envelopes and printing. Reminder er agency timeline. | notices are mailed 21 days after \$0.76 per notice mailed |
| Other Corre | espondence, Notices & Letters | (includes postage |
| and the second second | forms, envelopes, and printing. NSF letters, Partial payments, | |
| | otice, Final Notices, DMV Hold Letters, etc. (Excludes FTB and | 1 ICS notices) |
| Drive away no | otice, Final Notices, DMV Hold Letters, etc. (Excludes FTB and earing Notices/ Letters | \$0.76 per letter mailed (includes postage) |
| Drive away no Review & Ho TDS mails all | | \$0.76 per letter mailed (includes postage) |
| Drive away no Review & He TDS mails all forms, envelo | earing Notices/ Letters initial review result letters, hearing notification letters and he | \$0.76 per letter mailed (includes postage) aring result letters as required. Al |
| Drive away no Review & He TDS mails all forms, envelo Paperless Ap This service a appeals are s review system history of all | earing Notices/ Letters initial review result letters, hearing notification letters and heapes, and printing are included with the mailings. ppeals (Scanned and Mailed-in) flows for online submitted appeals and a 100% PAPERI canned in to the system and are reviewable by Agency staff h. All appeals are in the same place, and the documentation is appeals and their results, who made the decisions, etc., is an ides Hearing services, scheduling and coordination. Docume | \$0.76 per letter mailed (includes postage) aring result letters as required. Al \$1.50 per Appea ESS appeal system. All mailed-in f using the <u>eAppealsPRO</u> online s saved electronically. A complete vailable online at all times for the |

| Out-of-State Processing | 26% of amount collected | |
|---|---|--|
| TDS absorbs costs to retrieve out of state registered owner information. Nlets electronic access for all 50 states. | | |
| Franchise Tax Board Collections | *\$2.50 per account plus 15% of amount collected | |
| TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters (no letter fee), and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. <i>*This fee is subject to change each new FTB year.</i> | | |
| Innovative Collection Services-ICS | 26% of amount collected | |
| Applies to citations a minimum 90 days past issue date. Additional penalties applied, and up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. Payments collected at DMV will not be billed this fee. | | |
| Credit Card Payments (Internet and Phone/IVR) | No Charge to Agency | |
| A \$3.95 convenience fee per citation paid is charged to the customer for this service. This fee covers the cost of ongoing maintenance, support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change). | | |
| Banking Option-1: TDS Bank Management | \$75/month plus bank fees/supplies | |
| Process all parking deposits into a separate account setup for Agency \$3.50 fee per NSF/Chargeback and refund will be billed to Agency Write and send monthly surcharge check to the county based on reporting Write a check to TDS for services rendered Reconcile the account monthly Provide monthly reconciliation of all activities in the account Write a check to Agency monthly for the balance of the funds | | |
| Banking Option-2: Courier Bank Deposits | \$100/month | |
| Courier deposits to Agency's bank will incur this fee. | | |
| Banking Option-3: Remote (Scan) Check Deposits | No Charge to Agency | |
| Electronic deposits (scanning checks) into Agency's existing bank account incurs no monthly fee. | | |

Postal Rate Increase Offset:

If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.

CPI Increases:

Pricing may be adjusted by the CPI increase annually.