

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and TURBO DATA SYSTEMS, INC., a California corporation (“Consultant”), is entered into effective as of the 21st day of February, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2021 (“Agreement”), whereby Consultant agreed to provide parking citation processing services for a three-year period, from July 1, 2021 through June 30, 2024, in exchange for compensation in an amount not-to-exceed \$84,736 per annum, equivalent to a total compensation in an amount not-to-exceed \$254,208 over the initial three-year term of the Agreement. The Agreement provided the City with the option, at its sole discretion and upon 90 days’ notice to Consultant, to extend the term of the Agreement for up to two additional one-year terms.

B. The City’s citation processing revenues rose from \$975,000 in FY 2021/22 to \$1,284,000 during the current fiscal year as of April 30, 2022.

C. As a result of the increase in revenue, Consultant’s annual billing and cost to City also increased. The primary cause of the increase in the annual billing was due to the unexpected jump in delinquent collections (Out-of-State [OOS], Innovative Collection Services [ICS] and Franchise Tax Board [FTB] collections).

D. Due to the unforeseen upsurge in the parking citation collections rate leading to an increase in contract billing exceeding the annual contract amount, on June 7, 2022, City and Consultant entered into an amendment to the Agreement (“Amendment No. 1”) to increase the Contract Sum of the Agreement by an additional \$30,000 per year retroactive to the effective date of the Agreement so that the adjusted Contract Sum would be \$114,736 per year for the three year Agreement term, thereby increasing the total not-to-exceed Contract Sum from \$254,208 to \$344,208.

E. Now, City and Consultant seek to again amend to Agreement for a second time for the following purposes: (i) to extend the Agreement Term by one (1) year thereby extending the Agreement Term to June 30, 2025, (ii) to increase the Contract Sum by \$84,736 to account for said one (1) year extension period as prescribed under the Agreement, (iii) to add administrative citations services for City’s Public Safety Department, Public Works Department and Business Licensing Division commencing the effective date of this Amendment No. 2 until expiration of the Term on June 30, 2025, for an amount of \$5,744.57 (this includes pro-rations for 131 days from February 21, 2024 until June 30, 2024), (iv) to add hearing examiner services for City’s Public Safety Department, Public Works Department and Business Licensing Division commencing the effective date of this Amendment No. 2 until expiration of the Term on June 30, 2025, for an amount of \$23,375.00 which is an estimated cost only, and (v) for lease of equipment for an amount of \$25,343.86 (this also commences the effective date of this Amendment No. 2

until expiration of the Term on June 30, 2025). The foregoing will increase the Contract Sum by \$139,199.43 thereby bringing the total not to exceed Contract Sum to \$483,407.43.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in *bold italics* and deleted text in ~~strikethrough~~).

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum. “Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Fourteen Thousand Seven Hundred Thirty Six Dollars annually (\$114,736/year) for a grand total not to exceed a~~ contract sum of *Four Three Hundred Eighty Three Forty Four Thousand Four Two Hundred Seven Eight Dollars and Forty Three Cents (\$483,407.43)*~~\$344,208~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. If postal rates increase during the term of this Agreement, Consultant may request that the rate be raised in an amount agreeable to both parties to offset the effect of the postal rate increase. Any adjustment to the Contract Sum shall constitute an amendment to the Agreement and must be agreed to and executed by both parties.”

B. Section 3.4, “Term,” of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years starting on July 1, 2021 and ending on June 30, ~~2025~~2024 until completion of the services, except as otherwise provided in the Schedule of Performance (Exhibit "D"). At its sole discretion, City may extend the term of the Agreement for up to ~~onetwo (12)~~ additional one (1) year terms provided that City shall notify Consultant in writing of its election to exercise its option to extend the Term at least ninety (90) days prior to the expiration of the Term or any extension thereof.”

C. Exhibit “A,” “Scope of Services,” of the Agreement is hereby amended to read in its entirety as follows:

See attached.

D. Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows:

See attached.

E. Exhibit “C-1,” “Rate Schedule,” of the Agreement is hereby renamed “Rate Schedule for Original Scope of Services” and amended to read in its entirety as follows:

See attached.

F. Exhibit “C-2,” “Rate Schedule for New Scope of Services” is hereby added to the Agreement in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original,

whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TURBO DATA SYSTEMS, INC., a California corporation

By:_____
Name: Roberta Rosen
Title: President

By:_____
Name: Elie Sleiman
Title: Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		_____

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. *Original Scope of Services*

Consultant will perform the following Services: parking citation processing services for citations issued within the City, pursuant to State law and City ordinances. Compensation shall be on the basis of a rate per citation processed, including out-of-state rate per citation processed, and out-of-state and special collection processing. The approximate volume of citations is 30,000 to 35,000 annually. The Services are to be provided manually and electronically, and include processing of fines, bail, forfeiture, citation screening, DMV holds, collection and deposit of funds, owner identification and verification, out-of-state citation processing and follow-up, and related monthly and annual reports and reconciliations, as more specifically outlined below.

A. Consultant shall provide the Services utilizing the following tools:

- i. Automated citation issuance (handheld computers)
- ii. Provision, operation and maintenance of a Windows based automated citation management system delivered to existing City desktop PCs via the internet
- iii. Conversion of existing data, if any, to the new citation management system
- iv. Data entry of citation (manual) and disposition data
- v. Information retrieval from the Department of Motor Vehicles (DMV), local and nationwide
- vi. Fine escalation and late fee assessment
- vii. The generation and mailing of Late Notices for unpaid tickets
- viii. Placement and release of DMV registration suspensions/holds (where applicable)
- ix. On-line inquiry and update
- x. Provision of a Customer Service Call Center
- xi. Receipt and posting of mail payments
- xii. Optional on-line cashiering
- xiii. Internet payment capability
- xiv. Interactive Voice Response (IVR) System
- xv. Ticket book inventory and control
- xvi. Court/Review Adjudication management and reporting
- xvii. Management and statistical reporting for the issuing agencies and the Court

- xviii. Optional Boot/Tow functionality
- xix. Ad Hoc query and reporting
- xx. Complete citation processing activity audit trail
- xxi. Follow-up collection on delinquent parking citations
- xxii. Interfaces to other sub-systems as required by the City
- xxiii. Digital Imaging

- B. Referral and Reconciliation:** Manually and electronically, the Consultant shall receive and process all parking citations delivered by the City and/or City's parking enforcement agency. The Consultant shall also maintain a daily record of the number of citations delivered by the City and/or City's parking enforcement agency.
- C. Determination of Processable Citations:** Consultant shall screen all parking citations delivered by the City or City's parking enforcement agency to determine if the citation is valid to process. Citations determined to be invalid by the Consultant (e.g., no license number is listed on the parking citation) shall be returned to the City or City's parking enforcement agency within 7 days for clarification. Consultant shall be paid the contractual rate hereinafter provided for citations returned to the City or City's parking enforcement agency as invalid, and not able to be processed.
- D. Collection and Deposit of Funds:** Consultant shall collect and deposit all payments received for parking citation penalties in a financial account opened and controlled by the City. All remittances shall be made payable to the City of Carson, which shall have sole authority to disburse said funds on deposit from the payment of parking citation penalties.
- E. Identification of Registered Vehicle Owners:** Consultant shall exert its best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) for each vehicle issued a parking citation and for which payment has not been received within the required time period. Consultant shall follow all procedures specified by the DMV, and be consistent with the California Vehicle Code when identifying registered vehicle owners.
- F. Verification of Ownership:** Consultant shall research and obtain adequate identification and verification of registered vehicle owners. Information researched shall include, but is not limited to the following: 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. The Consultant shall also determine that the vehicle had not been incorrectly described due to an intentional switching of license plates.
- G. Delinquency Notices:** Consultant shall generate and mail by presorted, first-class postage, delinquency notices to all identified registered vehicle owners or operators who fail to pay their parking citation penalties on or before the due date for payment specified on the parking citation. This period of time shall comply with the time limits as provided by State and local law. The Consultant shall forward to vehicle lessees and renters any valid delinquency notices which have been returned to the Consultant by leasing and renting

agencies claiming lessor or renter as a defense to payment for the violation, and which provide the name of the lessee or renter. Mailed notices shall include all information required by the California Vehicle Code, including but not limited to the following:

- i. The parking citation number, issuance date, approximate time and location of the violation or violations;
- ii. The violation or violations committed including reference to the California Vehicle Code, the City's municipal code or other parking regulation involved;
- iii. The date by which the registered owner or operator of the vehicle cited is to deposit the parking penalty and the address of the agency to receive payment;
- iv. The consequences of nonpayment (a "hold" on the vehicle registration; the imposition of penalties) and such other steps as are authorized under State and local law;
- v. The vehicle license number and registration expiration date, if available;
- vi. The color of the vehicle and make of the vehicle, if available; and
- vii. The last four digits of the vehicle identification number, if available.

H. Registration Holds: Consultant shall be responsible for placing a "hold" on vehicle registrations for all vehicles with unpaid parking fines and fees due against those vehicles under the following conditions:

- i. If after issuance of a delinquency notice, no timely payment is made or no timely initial review is requested, the Consultant shall, within 25 days after the due date for timely payment, notify the DMV to place a registration "hold" on the vehicle cited.
- ii. If the registered owner or operator requests an initial review, within 21 days after issuance of a parking citation, or within 10 days after issuance of a delinquency notice, and upon such review by City, is still found liable, he or she shall have 15 days following notice of liability from Consultant to request an administrative hearing or make payment. If no administrative hearing is requested and no payment is made, on the 25th day following notice of liability, Consultant shall notify the DMV to place a registration "hold" on the vehicle cited. If an administrative hearing is requested, payment of the full amount of the parking citation shall be made to Consultant, and Consultant shall coordinate the administrative hearing with the City pursuant to Section J, below.

I. Removal of Registration Holds: If payment is received for the entire parking citation penalty after a DMV registration "hold" has been placed on the vehicle, the Consultant shall transmit the payment information to the DMV within 10 business days after payment has been received.

J. Contested Citations:

- i. Consultant shall advise the registered vehicle owner or operator of the vehicle of his/her right to request an initial review, and an administrative hearing. The Consultant shall coordinate the initial review as well as the initial and administrative hearing for the registered owner or operator, or refer the registered owner or operator to the City for further assistance.
- ii. The initial review and administrative hearing for all contested parking citations shall be conducted by the City. The City shall notify the Consultant of results from each initial review and/or administrative hearing. The Consultant shall mail the results of the initial review and/or administrative hearings to the contestant.

K. Citations Disposed of by City: As a result of an initial review, the Consultant may be required by the City to reduce or cancel, on an individual basis, parking citations that have been referred to it. The Consultant shall be paid the contractual rate thereafter provided for processing the citation regardless of the outcome of the initial review or administrative hearing. The City shall notify Consultant in writing of the results of an initial review or administrative hearing. The Consultant shall maintain records indicating any reduction or cancellation of parking citations as a result of an initial review or an administrative hearing.

L. Suspension of Processing: Consultant shall suspend processing and/or return any parking citation referred to it for processing upon written notice from the City or City's parking enforcement agency. The Consultant shall maintain, and provide to the City all records indicating any suspension of a citation as a result of such request. The Consultant shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.

M. Citations Issued to Vehicles with Out-of-State Licenses: Consultant shall process citations issued to vehicles with out-of-state licenses in the same manner as, but separately from, citations issued to vehicles with California license plates. If a citation issued to a vehicle with an out-of-state license plate becomes delinquent, a request for the registered owner's information will be sent to the appropriate state agency. Upon receipt of the out-of-state information, delinquency notices will be mailed to the out-of-state registered owner or operator whose name has been retrieved. The parking penalty amount will be requested from the out-of-state registered owner or operator. Return payments will be made payable to the City of Carson Office of Parking Violations, address to be determined after award.

N. Habitual Offender Letter: In addition to a delinquency notice, a "Habitual Offender" Letter will be mailed to the registered vehicle owner whose license plate number receives more than 5 parking citations over the period of time that the processing agency has been processing citations. Habitual Offender Letters will be mailed only at the direction of the City, and only during those time periods specified by the City.

O. PUBLIC INQUIRES, LIMITATIONS, FORMS AND FILES

- i. **Public Inquires:** Consultant shall process all phone calls and correspondence. All matters pertaining to initial reviews or to administrative adjudication shall be referred to the City for determination.

- ii. **Consultant Limitations:** Without prior written approval from the City, the Consultant shall not (a) take any legal action, (b) threaten any legal action, or (c) make any communication, oral or written, regarding potential legal action.
- iii. **Use of Approved Forms:** All forms, delinquency notices, and correspondence sent by the Consultant shall be approved in advance by the City, and must conform to State and local law.
- iv. **City Parking Citation Files:** All files for each parking citation referred to the Consultant for processing under this agreement are the property of the City, and shall be provided to the City upon termination of this agreement. Such files include records of payments, collection efforts, disposition, and all other information pertaining to the parking citations processed for the City. During the term of this agreement, the City shall have access to such files during normal business hours for inspection and copying.

New Scope of Services

Consultant will provide administrative citation and hearing examiner services in accordance with the following with the understanding that Year 1 reflects the time period July 1, 2024 through June 30, 2025 and Year 2 reflects the time period July 1, 2025 through June 30, 2026 (in the event City elects to extend the Term for a second time) and additionally, the same pricing will apply from the effective date of Amendment No. 2 through June 30, 2024 on a pro-rated basis. References to Years 3-5 are to be disregarded:

Hearing Examiner

Item	Qty per Month	Rate	Monthly Estimate	Annual Estimate
Hearing Examiner Services-Per Parking Citation	10	\$25	\$250	\$3,000
Hearing Examiner Services-Per Administrative Citation	15	\$75	\$1,125	\$13,500
\$275 Hearing Examiner minimum per visit	0	\$275	\$0	\$0
Total	25	375	1375	16500

Public Safety Dept (8 units)

nForcer-II Print 60-month Lease Item	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
nForcer-II Print	8	\$14,880	\$14,880	\$14,880	\$14,880	\$14,880
Configure ticketPRO	8	\$800				
Quad-Dock chargers	2	\$2,294				
nForcer-II Top Carry strap	8	\$192				
USB Car Charger	8	\$400				
Annual Total*		\$18,566	\$14,880	\$14,880	\$14,880	\$14,880

*Sale Tax will be added to all amounts

Public Works/Sanitation (2 units)

nForcer-II Print 60-month Lease Item	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
nForcer-II Print	2	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720
Configure ticketPRO	2	\$200				
Single-Dock chargers	2	\$438				
nForcer-II Top Carry strap	2	\$48				
USB Car Charger	2	\$100				
Annual Total*		\$4,506	\$3,720	\$3,720	\$3,720	\$3,720

*Sale Tax will be added to all amounts

Finance/Business License (2 units)

nForcer-II Print 60-month Lease Item	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
nForcer-II Print	2	\$3,720	\$3,720	\$3,720	\$3,720	\$3,720
Configure ticketPRO	2	\$200				
Single-Dock chargers	2	\$438				
nForcer-II Top Carry strap	2	\$48				
USB Car Charger	2	\$100				
Annual Total*		\$4,506	\$3,720	\$3,720	\$3,720	\$3,720

*Sale Tax will be added to all amounts

Consultant will also lease the below equipment to City commencing the effective date of Amendment No. 2 through June 30, 2024 and continuing through June 30, 2025. Pricing will be calculated on a monthly basis based on the rate stated for a 60-month lease (i.e., 60 months for \$1,367.10 equates to \$22.79 per month and \$273.42 per year), as detailed below:

- B. Annual Reports:** The contractor shall submit to the City an annual statistical report which consolidates and summarizes all activity under this agreement for the previous calendar year. This annual statistical report is due no later than January 30th following each calendar year pursuant to the requirements of California Vehicle Code Section 40200.3(b).
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**

NOT APPLICABLE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Original Scope of Services

TASK		RATE				
Item	SERVICE/DELIVERABLE DESCRIPTION	COST				
		1 st YEAR	2 nd YEAR	3 rd YEAR	OPTIONAL 4 th YEAR	OPTIONAL 5 th YEAR
1	Citation Processing - Automated	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
2	Citation Processing – Manual	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
3	Collection/Delinquency Letters/Notices Cost	\$25,800	\$25,800	\$25,800	\$25,800	\$25,800
4	Cost of Mailing Correspondences and Notices	\$860	\$860	\$860	\$860	\$860
5	DMV Processing	\$0	\$0	\$0	\$0	\$0
6	Out-of-State Processing	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200
7	Administrative Adjudication including online appeals	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
8	Reviews and Hearing Examiner services	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
9	Payment plan application processing	\$100	\$100	\$100	\$100	\$100
10	FTB (Franchise Tax Board) processing	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
11	Handheld Ticketwriters with Printer - lease	\$14,400*	\$14,400*	\$14,400*	\$14,400*	\$14,400*
12	Crime Bond/Insurance with a Minimum of \$500,000	\$0	\$0	\$0	\$0	\$0
13	Additional Services/Fees - ICS Delinquent collection services	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600
14	FTB Payment processing	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
15	Citations Tickets and Envelopes	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
16	Sales tax at 10.25%*	\$1,476	\$1,476	\$1,476	\$1,476	\$1,476
	Not-to-Exceed Total Cost Per Year Based on 35,000 citations/Year	\$84,736	\$84,736	\$84,736	\$84,736	\$84,736

*10 devices at \$120 per month for 12 months = \$14,400

New Scope of Services

See Exhibit A.I. for applicable pricing.

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

NOT APPLICABLE

- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all work performed, number of hours worked, number of letters/documents mailed, supplies, and equipment and materials used to provide the Services.

B. Any other information deemed material by the Contract Officer.

- IV. The total compensation for the Services shall not exceed ~~\$114,736 per year for a grand total of \$483,407.43~~**\$344,208** for the ~~four~~**three**-year contract term, as provided in Section 2.1 of this Agreement.**

- V. The Consultant's detailed billing rates *for the Original Scope of Services* are attached as Exhibit "C-1." *The Consultant's detailed billing rates for the New Scope of Services are attached as Exhibit "C-2."***

EXHIBIT "C-1"
RATE SCHEDULE FOR ORIGINAL SCOPE OF SERVICES

CONSULTANT'S BILLING RATES

I. Consultant's billing rates are as follows:

TASK	RATE
A. Basic processing fee	\$0.40 per electronic and manual citation
B. Out-of-state processing fee per transaction	28% of amount collected
C. Delinquent collections processing	28% of amount collected
D. Cost of mailing notices and letters, per notice/letter	\$0.86 (includes postage)
E. Payment processing, per transaction	Included
F. Data entry for manual citations, per citation	Included
G. Reviews and hearings, per transaction	\$2.00 per appeal
H. TicketPRO handheld ticket writers (3 year rental/lease)	\$120 per month per unit
Includes service/maintenance; does not include citations/envelopes	
I. Franchise Tax Board collections	\$2.50 per account plus 15% of amount collected
J. Payment Plan processing	\$10 per plan
K. Hearing Examiner services	\$275 minimum per visit

EXHIBIT “C-2”
RATE SCHEDULE FOR NEW SCOPE OF SERVICES

CONSULTANT’S BILLING RATES

I. Consultant’s billing rates are as follows:

Per Citation Fees: Electronic and Manual Administrative Citation Entry	\$3.00/Electronic citation \$5.00/Manual citation
Monthly Hosting fees for Basic Processing Fees	\$500 Monthly Hosting fee
Basic Processing includes: <ul style="list-style-type: none"> • Entry of all citations. • Citation dispositions (bounced checks, payments, extensions, etc.) • Daily pick up of payments and other documents from a TDS provided P.O. box. • Scan and remote deposit checks into agency's bank account. • pticket.com web pages customized for the agency. • Database maintenance and daily system backups. • Secure, cloud access for agency staff to citation database. • Documentation and training for use of TDS provided online system. • Ongoing client support and training. 	
Notices Mailing	\$0.97 per notice
Includes all forms, envelopes, return envelopes and printing. Up to two notices are mailed per agency timeline. Includes first class postage.	
Other Correspondence, Notices and Letters	\$0.97 per notice
Includes all forms, envelopes, and printing. NSF letters, partial payments, name, and address changes, etc. Includes first class postage. (Excludes FTB and ICS notices)	
Payment Plan Processing	\$10.00 per Plan
Standard payment plans are available. All payment plan letters will be at the "Correspondence" rate.	
ICS Delinquent Collections	28% of amount collected
Collection will start based on an agency timeline. 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. <u>Cost recovery option available</u>	
Franchise Tax Board Collections	\$2.50 Per Account Letter +15% of amount paid
TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters, and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year. <u>Cost recovery option available</u>	
Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
A \$4 fee (minimum) or 4% of the amount paid (whichever is greater), convenience fee per citation paid by the public. 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 Service: Scan-check deposit	No Charge with existing remote deposit account
<ul style="list-style-type: none"> • Process all deposits into existing city's bank account. • TDS will scan-deposit checks with city provided banking software. • Existing city scanner installed at TDS will be used. 	
Hearing Examiner Services– Administrative Citations (Optional)	\$75 per Hearing
<ul style="list-style-type: none"> • \$275 minimum for each scheduled in-person hearing date for combined Admin and Parking hearings. • Mail hearing notifications for in-person and phone hearings at Notice rate • Submit written declarations hearing requests and documents to hearing examiner for review • Provide an experienced hearing examiner for municipal administrative citations • Ensure that hearings are completed in a timely manner • Decisions are rendered to uphold or deny each appeal and a decision letter will be sent at Notice rate • Customer to provide facility for hearings. 	
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.	