REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

CONSENT
January 29, 2008

Honorable Mayor and
Members of the City Council

Title: Authorization to Purchase AutoCITE Handheld Citation Issuing Devices Using Cooperative Contracts

Location/Council District: Citywide/All

Recommendation: Adopt a **Resolution**: 1) Approving the contract between the City of Inglewood and Professional Accounts Management, LLC to lease-purchase 20 AutoCITE Handheld Citation Issuing Devices; and 2) authorizing the City Manager to lease-purchase 20 AutoCITE X3 handheld citation issuing devices in a combined amount not to exceed $183,820.50 over a period of four years.

Contact: Howard Chan

Presenters: None

Department: Transportation

Division: Parking Services

Organization No: 3482

Description/Analysis

Issue: In August 2004 the City of Sacramento entered into an agreement with the City of Inglewood to lease 20 Radix handheld citation issuing devices. These devices no longer function properly and frequently malfunction, requiring costly maintenance. Staff has negotiated an agreement with the City of Inglewood to terminate, without penalty, the current lease-purchase agreement, allowing the City to save $50,856 in remaining lease payments. Upon surrender of the old Radix devices, the City will purchase 20 new AutoCITE X3 devices by use of the cooperative government contract between the City of Inglewood and Professional Accounts Management, LLC ("PAM"). The new AutoCITE devices employ state-of-the-art technologies which will significantly improve parking citation issuance procedures and reduce maintenance costs.

Policy Considerations: The recommendations in this report are in accordance with provisions of the City Code, Section 3.56.240, which allows the use of legal contracts of other government jurisdictions or public agencies without separate competitive bidding by the City upon approval of the City Council.

Environmental Considerations: None

Rationale for Recommendation: The old citation issuing units are no longer cost-effective due to their maintenance requirements. The City of Inglewood has agreed to cancel the prior lease agreement with no penalty and to allow the City of Sacramento to use their government-to-government agreement with PAM to lease-purchase new AutoCITE handheld citation issuing devices.

In accordance with the City Code, the Mayor and the City Council may approve the use of cooperative government contracts. The use of cooperative contracts is an alternative to competitive bidding which results in lower operating costs through volume purchasing and combining resources with other government agencies.

Financial Considerations: The total value of the lease-purchase is $99,575.22. Monthly payments, including interest, will be $2,579.00 for 48 months for a total of $123,792.00. The price includes the AutoCITE X3 handheld citation issuing devices and related equipment, software and services. Under the current agreement the City is paying $3,912 per month for the Radix devices.

The units come with an initial 12 month warranty. Each year thereafter, through year four of the lease-purchase, the City will have the option to extend the warranty service agreement at a cost of $10,559.50 per year.

PAM will offer the City pricing of $0.14 per citation for citation stock and envelopes. Currently, the City pays $0.13 per citation and uses approximately 50,625 units per year. Based on this amount, projected annual costs for citation stock and envelopes for the new AutoCITE units is $7,087.50.

The total projected costs for the four-year lease-purchase agreement, including the AutoCITE units, extended warranty, and citation stock and envelopes, is $183,820.50. Funds are available in the Parking Services Division, On-Street and Revenue Division operating budgets.

Emerging Small Business Development (ESBD): Cooperative Purchasing Agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services, Fleet Management Division and the Procurement Services Division shall consider other alternatives if it is determined that using cooperative contracts have a negative impact on small businesses.

Respectfully Submitted by: _____
Howard Chan
Parking Services Manager

Approved by: _____
Jerry Way
Director of Transportation

Recommendation Approved:

_____
for RAY KERRIDGE
City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZATION TO PURCHASE AUTOCITE HANDHELD CITATION ISSUING DEVICES USING COOPERATIVE CONTRACTS

BACKGROUND

A. In August 2004 the City of Sacramento entered into an agreement with the City of Inglewood to lease 20 Radix handheld citation issuing devices. These devices no longer function properly and frequently malfunction, requiring costly maintenance.

B. Staff has negotiated an agreement with the City of Inglewood to terminate, without penalty, the current lease-purchase agreement, allowing the City to save $50,856 in remaining lease payments. Upon surrender of the old Radix devices, the City will purchase 20 new AutoCITE X3 devices by use of the cooperative government contract between the City of Inglewood and Professional Accounts Management, LLC ("PAM"). The new AutoCITE devices employ state-of-the-art technologies which will significantly improve parking citation issuance procedures and reduce maintenance costs.

C. The total value of the lease purchase is $99,575.22. Monthly payments, including interest, will be $2,579.00 for 48 months for a total of $123,792.00. The price includes the AutoCITE X3 handheld citation issuing devices and related equipment, software and services. Under the current agreement the City is paying $3,912 per month for the Radix devices.

D. The units come with an initial 12 month warranty. Each year thereafter, through year four of the lease-purchase, the City will have the option to extend the warranty service agreement at a cost of $10,559.50 per year.

E. PAM will offer the City pricing of $0.14 per citation for citation stock and envelopes. Currently, the City pays $0.13 per citation and uses approximately 50,625 units per year. Based on this amount, projected annual costs for citation stock and envelopes for the new AutoCITE units is $7,087.50.

F. The total projected costs for the four-year lease-purchase agreement, including the AutoCITE units, extended warranty, and citation stock and envelopes, is $183,820.50. Funds are available in the Parking Services Division, On-Street and Revenue Division operating budgets.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. City of Inglewood contract no. 07-32 is hereby approved for the lease purchase of AutoCITE X3 handheld citation issuance devises and related equipment, software and services and;

Section 2. The City Manager is authorized to execute the necessary purchases on City of Inglewood contract no. 07-32 in a total amount not to exceed $183,820.50 over a period of four years.

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Exhibit A Master Agreement between the City of Inglewood and Professional Accounts Management, LLC

AGREEMENT 07-32

THIS AGREEMENT is made and entered into this 17th day of April, 2007, by and between the CITY OF INGLEWOOD, a municipal corporation and charter CITY, hereinafter referred to as the "CITY" and "PROFESSIONAL ACCOUNT MANAGEMENT, LLC" a limited liability corporation, with its principal place of business at 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203, hereinafter referred to as "Contractor."

WHEREAS, the CITY issued a Request for Proposal (RFP) No.895 dated September 14, 2006 to obtain a hosted citation processing system and related implementation, data conversion, training and ongoing customer services for CITY and its parking citation clients;

WHEREAS, the CITY wishes to extend offers to other public agencies to contract with the CITY for hosted citation processing system and related implementation, data conversion, training and ongoing related customer services and parking equipment to be provided under this Agreement

WHEREAS, Contractor responded to the RFP on November 8, 2006 and represents that it is qualified to perform such services under this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

Contractor shall perform the certain services under the direction of the Parking Ticket System (PTS) Manager. These services may include, but are not limited to the following:

1. hosted computer service including hardware, storage, communications and application software products and accompanying documentation for CITY's business purposes, subject to the conditions and limitations in this Agreement;
2. configuration of the application software products to meet the CITY's business requirements;

3. testing of the software products;
4. conversion of the CITY's existing data;
5. training/implementation;
6. consulting/analysis;
7. obtaining and/or paying, at Contractor's expense, all necessary government taxes, licenses and permits;
8. payment of all upfront sales and marketing costs and the cost of local advisers required to maintain client agencies within the Government to Government ("G2G") consortium and to sell new products and services to existing G2G client agencies;
9. at CITY's request, provide, free of charge, data and reports needed to utilize outside collection agency services;
10. Other related services, if requested in writing by CITY and approved by the City Administrator or his designee.

Contractor agrees that, should work be performed outside the scope of services without the prior written approval of CITY, such work shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim against the CITY for reimbursement.

Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder. CITY has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

The parties hereto agree that, unless otherwise specifically designated or agreed to by CITY, Mr. Brian Dunn, Senior Vice President, Operations, shall be personally responsible for and supervise all matters assigned to and handled by Contractor. CITY shall have the right to designate or reject the assignment of other employees or Contractors associated with Contractor.

ARTICLE 2 – DUTIES OF THE CITY

CITY shall provide Contractor with access to CITY facilities and appropriate staff assistance to ensure proper and timely performance by Contractor. Additionally, CITY will continue to perform the following services as the "G2G Citation Management Program Manager":

- Provide direction and assistance to Contractor
- Coordinate all contracting between the CITY and client agencies
- Resolution of any contract or system performance disputes
- Billing and collection of service fees to client agencies
- Review and approval of Contractor's monthly bill for services
- Coordination of equipment purchases from Contractor on behalf of client agencies
- Managing and paying co-source partners
  - Data entry and imaging
  - Collections
- Coordinating FTB intercepts with the State of California. CITY agrees to pay, after payment of all filing fees and service charges by outside agencies, Contractor 50% of the net revenue realized from the FTB filings;
- Systems specifications, user documentation, training test site;
- Assist in hosting Contractor demonstrations;
- Assist in preparing proposals to renewing or potential new clients.

ARTICLE 3 – COMPENSATION AND METHOD OF PAYMENT

Contractor shall be paid, in Year 1, a maximum compensation amount of $1,130,000.00, in the ordinary course of CITY's business, for services faithfully rendered and products provided pursuant to this Agreement.

Contractor shall invoice CITY, in a format specified by CITY, monthly for all work done and shall specify the date and the number of hours worked during the preceding month. Contractor shall be responsible for the cost of supplying all

documentation necessary to verify the monthly billings to the satisfaction of CITY and shall certify, on each invoice, that it is entitled to receive the amount invoiced. CITY may withhold payment for defective services, equipment or items purchased; actual or potential third party claims; and mechanic liens. CITY will pay for products or services on a net 45 days from date of receipt of a correct invoice.

All invoices submitted by Contractor shall contain: (1) date of invoice; (2) sequential invoice number; (3) CITY agreement number; (4) description of services billed under this invoice; (5) description of supplies or equipment billed under this invoice; (6) supply/equipment price X number of items billed under this invoice and extended price; (7) total agreement amount; (8) total amount for services, supplies and equipment billed, sales tax (when applicable), itemization of all reimbursable expenses included in the invoice, and administrative fee credit; (9) CITY and client agencies DMV requests for registered owner information; (10) total billed (by services, supplies and equipment, etc.) to date; (11) total amount remaining on agreement.

For all sales of equipment to client agencies facilitated through the City's G2G agreement, Contractor will credit the CITY an administrative fee of 5% of the sale price for all Contractor manufactured equipment, services and supplies included in the sale. For future sales of Contractor equipment, services and supplies which result from a referral provided by PTS, but which are not facilitated through the CITY's G2G agreement, Contractor will credit the CITY an administrative fee of 2% of the sale price for all Contractor manufactured equipment, services and supplies included in the sale.

ARTICLE 4 – PRICING

Pricing for services shall be based on the rates in Exhibit A. Contractor and CITY may adopt exceptions to Exhibit A to offer current Client agencies a phased approach to implementing new rates for services. This exception must be mutually agreed upon by both parties and may be lower than the rates listed in Exhibit A. This reduced fee may be used if the new citation processing is 20% or more of an increase from the current fee. In the first year, 50% of the rate increase can be implemented, with

the balance in the second year.

The City contract administrator and designated Contractor contract administrator by mutual agreement can establish special rates for Exhibit A fees for clients when needed to retain clients, recognize special cost or volume situations, react to market competition, or to propose services to potential new clients. Exceptions can include flat fees based on collections, percentage of collections and exceptions to application of Cost of Living Adjustment (COLA).

Pricing for equipment purchased by client agencies shall be based on the Equipment Price List in Exhibit B. The associated cost of sales tax, shipping, installation, training and maintenance shall be quoted at the time of purchase and will be in addition to the equipment purchase price.

The Contractor may propose alternative lease or lease purchase pricing for any item on Exhibit B equipment list.

Both parties agree that individual opportunities may require negotiation of prices which fall outside of the amounts reflected on the standard price list and in these cases the Contractor contract administrator and the CITY Contract Administrator will establish the final sale price and resulting administrative fee to be credited to the CITY.

ARTICLE 5 – SHOWCASE PROPOSAL

Within twelve (12) months of contract signing Contractor will provide the CITY with a "showcase" on-street parking management proposal tailored to the CITY's on-street parking requirements and development plans. Should the CITY elect not to enter into said "showcase" agreement within eighteen (18) months of contract signing Contractor will provide the CITY with seven (7) AutoCITE X3 handheld citation issuance units at no charge. The use of the handheld devices will be provided for the useful life of the equipment or length of the service agreement whichever is longer. Should a hand held ticket issuing device not be in working condition, a replacement unit will be provided, free of charge to CITY, by the Contractor.

Should CITY elect to purchase Contractor products and services outside of the

"showcase" proposal noted above Contractor will provide Contractor manufactured equipment at a discount of 15% from the list price(s) specified on the price list in effect at the time of the sale. These sales will not qualify for the administrative fee rebate.

ARTICLE 6 – COST OF LIVING ADJUSTMENTS (COLA)

The contract rates for citation processing, customer services, administrative services, noticing, outside technical staff, lockbox services and dedicated customer service staff may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for calculating a requested COLA. However, any increase shall not be effective before July 1, 2009. The effective date for future COLA shall be July 1st of each year if a COLA is approved by the CITY. Contractor shall submit documentation of the cost increases that justify the requested COLA adjustment to the CITY's designated Contract Administrator. The award of an adjustment shall be at the discretion of CITY's City Council based on advice received from the Contract Administrator and City Management staff. The calculations shall be limited by a maximum allowable adjustment rate known as the "COLA cap." No COLA may be granted that exceeds a rate of 3.5% per year.

ARTICLE 7 – MOST FAVORED PUBLIC ENTITY

If prices decline, or should Contractor, at any time during the term of this agreement, provide similar equipment or services under substantially similar quantity and delivery conditions to the State, or any county, municipality or legal subdivision of the State of California at prices below those herein, such lower prices shall be immediately extended to CITY. Contractor agrees to provide CITY with an annual report of its business within the State of California.

ARTICLE 8 – NO CITY RELATIONSHIP

No relationship between CITY and Contractor is intended or created by this

Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of the CITY, it being expressly understood that Contractor is at all times a wholly independent contractor.

ARTICLE 9 – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be borne by the Contractor.

Minimum Scope of Coverage

Coverage shall be at least as broad as

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

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain no less than:

1. General Liability: **$5,000,000** per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

2. Automobile Liability: **$1,000,000** per accident for bodily injury and property damage

3. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, and its officers, officials, employees and volunteers; or shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, and its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The CITY, and its officers, officials, employees and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the CITY, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be non-contributing and in excess of the of the Contractor's insurance.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782 (b).

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

Contractor shall furnish the CITY with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

ARTICLE 10 - INDEMNIFICATION

Contractor shall indemnify and hold harmless the CITY and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of CITY.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify indemnities as provided above, Contractor, upon notice from CITY, shall defend indemnities at Contractor's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. Contractor's insurance requirements, under this Article, shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor

hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 11 – TERM

Contractor shall commence services, under this Agreement, within ten (10) working days after receipt of CITY's Notice to Proceed. The terms of the contract will be a period of five (5) years from the implementation date of April 1, 2007. CITY shall have the option, at its sole discretion, to extend this agreement for two (2) additional three (3) year terms under the same terms and conditions.

In the event this Agreement is terminated by CITY or Contractor, the Contractor shall transfer to CITY, at no cost, all documents, files, records and copies thereof pertaining to any work which may be in progress

ARTICLE 12 – FINDINGS CONFIDENTIAL

All of the reports, findings and conclusions prepared or assembled by Contractor under this Agreement are confidential and Contractor agrees that they shall not be made available to any individual or organization without prior written approval of CITY.

All reports and findings, with the exception of computer software developed by the Contractor, shall become the property of CITY; however, no conclusions, opinions or studies provided by Contractor shall be made available to any other party except in connection with the original purpose of this assignment, without the prior written approval of the CITY.

ARTICLE 13 – TERMINATION

CITY may, in its sole and absolute discretion and without cause, terminate this Agreement immediately upon written notice to Contractor. Contractor may terminate this Agreement upon 30 days written notice to CITY. In the event of such termination, Contractor shall provide the CITY with all historical and current data contained in the citation management system in a computer readable format and documentation regarding the data dictionary, tables and other documentation needed to transfer the

citation management system to an alternative operator.

ARTICLE 14 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted and deposited in the United States Mail addressed to the respective parties as follows:

To CITY:	**To Contractor:**
City of Inglewood	Professional Account Mgmt, LLC
One Manchester Boulevard	633 W. Wisconsin Avenue, #1600
Inglewood, California 90301	Milwaukee, WI 53203
Attn: Yvonne Horton, City Clerk	Attn: Gary Smith, President
With a copy to:	
Michael D. Falkow, ITC Director	

Notices shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the Custody of the United States Postal Service, properly addressed, with postage prepaid and return receipt requested.

ARTICLE 15 – NON-ASSIGNABILITY

The expertise and experience of Contractor are material considerations for this Agreement. CITY has an interest in the qualifications of and capability of the company that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the CITY. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including summary termination of this Agreement. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of CITY. Consent will not be given to any proposed assignment, which would relieve

the selected Contractor of its responsibilities under the contract.

ARTICLE 16 – SOFTWARE DELIVERY, INSTALLATION & ACCEPTANCE

Prior to May 1, 2007, Contractor shall make available, at Contractor's sole expense, to CITY a testing and training version of their AutoPROCESS Citation Management System. Access to the system will be granted to provide for authorized CITY users and client agencies for completion of system configuration, data conversion, customization, testing and training. The Contractor, at its sole expense, will also provide supporting documentation for system administration and end user operating instructions. This system will be made available by granting access rights to a hosted client server using a web-based user interface software application. The location of the computer hardware and software will be at the Contractor's facilities and will include provisions for data backup and disaster recovery back up computer hardware and software to avoid any extended outage of services during normal working hours.

ARTICLE 17 – SYSTEM CONFIGURATION

Prior to June 1, 2007, Contractor shall supervise the configuration of the base system and all other components required for operation using the CITY's designated network communications and equipment and shall complete all start-up procedures. Contractor shall successfully conduct all of its own testing procedures on the installed software system. Thereafter, Contractor shall participate in the CITY's various acceptance testing steps.

ARTICLE 18 – SYSTEM TESTING

Contractor shall be available to support the development and execution of all acceptance tests to confirm that the system and all of its components perform are in compliance with the contract requirements, all features are operational, and the system is ready for operational usage. This will include providing an individual thoroughly familiar with the system, as configured for CITY. This person will analyze questions and problems identified, recommend resolutions, and coordinate

modification of the system as necessary to correct any problems. This individual may or may not also be the designed Contractor Project Manager.

ARTICLE 19 – ACCEPTANCE TESTING

CITY desires to use a three phase approach for system acceptance testing. Phase I would be exclusively with CITY staff and use the citations processed for the City's citations. Operational acceptance test will commence when the system is fully configured and is ready for normal usage. Any major system failure will be fully documented and retested. Acceptance test results shall be documented and certified by Contractor and signed off by the CITY's designated Project Manager.

Phase 2 will be conducted upon successful completion of Phase I. The proposed second phase may consist of testing with at least one medium to high volume client organization selected by the CITY to participate in the testing. A test plan will be developed by Contractor to convert the data from the existing CITY citation management system, configure the system for the client organization, and test the system.

Phase 3 will consist of stress testing. A test plan shall be prepared by the Contractor that will simulate the workload of the existing citation management client agencies using the system under normal circumstances. This testing will include all major functions of citation processing, customer service, adjustments, and reporting. CITY and Contractor shall select client agencies to participate in this stress test. Any major system failure will be fully documented and retested. Acceptance test results shall be documented and certified by Contractor and signed off by the City's representative and the participating client agencies.

Upon successful completion of the Phase 3 stress test the Contractor will implement the operation of the system at all remaining client agencies in accordance with the project schedule approved by the City's Project manager. Implementation of AutoPROCESS System for client agencies shall include conducting training for the system administrators and end users and providing staff for technical support and

problem resolution to support the process of going live with the new system.

ARTICLE 20 – DOCUMENTATION

Contractor will provide, at its sole expense, comprehensive, current documentation for the system and its components, including maintenance, operations, and users manuals as well as a data dictionary. Such documentation shall be made available on-line on Contractor's central equipment. Contractor shall also provide, to CITY, one copy of the documentation in printed form.

All documentation, including training materials, must reflect the system as it will exist in production at CITY. This includes components that may be customized as a result of this project.

Contractor hereby grants CITY, the right to reproduce all printed manuals provided under this agreement for CITY's own future needs. If the documentation is provided in electronic format, it should be in Microsoft Word, Power Point, Publisher or another agreed upon format, with the right to print as many copies as needed by CITY for CITY's own use and that of its client agencies.

ARTICLE 21 – THIRD PARTY WARRANTY

Contractor warrants that it is authorized by each third part to grant licenses or sublicenses to the Third Party Products and that such items are new and unused, and that CITY's title or license to each Third Party Product shall be free and clear of all liens and encumbrances arising through Contractor. Additionally, Contractor hereby grants and passes through to CITY and/or its client agencies any warranty adjustments that Contractor may receive from the third party.

ARTICLE 22 – MAINTENANCE SERVICES

Contractor shall, in a professional, good and workmanlike manner, perform its obligations in order to conform the Contractor software products to the applicable warranty under this Agreement.

Contractor agrees to provide telephone support on the Contractor software products between the hours of 8:00 a.m. (PST) to 5:00 .m. (PST). At no time shall the

waiting period for telephone support exceed 5 minutes.

Contractor shall maintain a master set of its software products on appropriate media, a hardcopy printout of Contractor's source code, Contractor user manuals and documentation of the CITY's configuration of the system;

Contractor shall maintain personnel that are appropriately trained to be familiar with its software products in order to provide maintenance services.

ARTICLE 23 – AUDITS AND MONITORING OF SERVICES

Contractor agrees to permit CITY and/or its client agencies to audit, at any reasonable time during the term of this Agreement and for 3 years from the date of final payment, Contractor's records pertaining to matters covered by this Agreement. Contractor agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least 3 years following the term of this Agreement.

Contractor further agrees to allow CITY to monitor the services performed under this Agreement to determine whether Contractor's work is completed in a satisfactory matter and complies with the provisions of this Agreement.

ARTICLE 24 – EQUAL EMPLOYMENT

Contractor agrees that during the performance of this Agreement it will not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, sexual orientation, national origin, marital status, physical handicap, medical condition, ancestry or age.

ARTICLE 25 – WAIVER

Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, not a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CITY of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 26 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 27 – ATTORNEYS FEES, COSTS AND EXPENSES

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

ARTICLE 28 – CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the Contractor warrant that (1) the Contractor is duly organized and existing; (2) they are duly authorized to execute this Agreement on behalf of the Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Contractor is bound.

ARTICLE 29 – MISCELLANEOUS

The parties waive any benefits from the principles of *contra proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall

constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

No changes, amendments or modifications to this Agreement shall be effective unless in writing and signed by authorized representatives of the parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

ARTICLE 30 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

ARTICLE 31 – ENTIRE AGREEMENT

This Agreement, and the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Contractor and CITY prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

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IN WITNESS WHEREOF, the CITY OF INGLEWOOD and PROFESSIONAL ACCOUNT MANAGEMENT, LLC have executed this Agreement as of the date first above written.

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Michael Nickolaus, CEO

CITY OF INGLEWOOD

Roosevelt Dorn, Mayor

ATTEST:

Yvonne Horton, City Clerk

APPROVED AS TO FORM:

Cal Saunders, Acting City Attorney

EXHIBIT A

City of Inglewood
Pricing for Services
Price Effective 4/01/2007

The City of Inglewood (City) has adopted three pricing plans for use in billing public agencies for citation management processing and related services. Each client agency will approve a contract with the City of Inglewood to reimburse the City for the cost of citation processing services using one of the three billing schedules included in this section of the contract. Professional Account Management, (Duncan Solutions) will bill the City of Inglewood for each client's actual monthly usage based on the volume category matching the prior calendar year's actual volume or an alternative fee schedule mutually approved by the City and Professional Account Management in accordance with the notes to the tables below.

TABLE 1 – Fees based on annual volume of citations

	Volume Categories (6) (11) (12) (13)				
Cost Per Item	**Less than 10K**	**10K to 50K**	**50K to 100K**	**100K to 500K**	**Greater than 500K**
Manual Citation Imaging/Data Entry	$0.22	$0.22	$0.22	$0.22	$0.22
Citation Processing (per citation entered to system)	$1.29	$1.23	$1.18	$0.69	$0.68
1st Notice - Letter format incl. postage (7)	$0.52	$0.52	$0.48	$0.48	$0.48
Additional Notices - Letter format incl. postage (7)	$0.52	$0.52	$0.48	$0.48	$0.48
1st Notice - Postcard format incl. postage (7)	$0.30	$0.30	$0.30	$0.30	$0.30
Additional Notices - Postcard format incl. postage (7)	$0.30	$0.30	$0.30	$0.30	$0.30
Customer Service (per citation entered to system)	$0.20	$0.20	$0.20	$0.15	$0.15
Lockbox Processing (per payment processed)	$0.37	$0.37	$0.37	$0.35	$0.35
Phone Payments (City Processor) (1)	$0.99	$0.99	$0.99	$0.99	$0.99
Internet Payments (City Processor) (1)	$0.99	$0.99	$0.99	$0.99	$0.99
Phone Payments (Duncan Solutions Processor) (2)	$2.49	$2.49	$2.49	$2.49	$2.49
Internet Payments (Duncan Solutions Processor) (2)	$2.49	$2.49	$2.49	$2.49	$2.49
Parking Permit Processing (3)	Subject to Quote	Subject to Quote	Subject to Quote	Subject to Quote	Subject to Quote
Handheld Citation Writer (third-party vendor)	10% mark-up	10% mark-up	10% mark-up	10% mark-up	10% mark-up
Handheld Citation Writer (Duncan Solutions AutoCite X3) (4)	10% discount	10% discount	10% discount	10% discount	10% discount
Automated Citation and Envelope Stock (excl. shipping)	$0.15	$0.15	$0.13	$0.13	$0.13
PC Equipment	5% mark-up	5% mark-up	5% mark-up	5% mark-up	5% mark-up
Dedicated Customer Service Staff	$21/hour	$21/hour	$21/hour	$21/hour	$21/hour
Onsite Technical Staff	$55/hour	$55/hour	$55/hour	$55/hour	$55/hour
Franchise Tax Board Lien Filings (9)	50% of net revenue	50% of net revenue	50% of net revenue	50% of net revenue	50% of net revenue
Custom Programming (plus travel + expenses) (10)	$100/hour	$100/hour	$100/hour	$100/hour	$100/hour
Other Services					
* Payment Exception Processing (5)	$0.17	$0.17	$0.17	$0.17	$0.17
* Administrative Support (per citation entered to system)	$0.37	$0.37	$0.35	$0.35	$0.35
* DMV Name and Address Acquisition (California) (8)	At cost	At cost	At cost	At cost	At cost
* DMV Name and Address Acquisition (out-of-state) (8)	At cost	At cost	At cost	At cost	At cost

EXHIBIT A

City of Inglewood
Pricing for Services
Price Effective 4/01/2007

Notes:

(1) If the client city's credit card merchant processor is used, Duncan Solutions will charge Inglewood $0.99 per transaction. The Duncan Solutions' fee includes all telephone usage charges. The Client City will be responsible for merchant service fees, bank charges, credit card discount fees, etc.
(2) If the Duncan Solutions credit card merchant processor is used, Duncan Solutions' will charge Inglewood $2.49 per transaction. The Duncan Solutions fee includes telephone usage charges and Duncan Solutions will be responsible for merchant service fees, bank charges, credit card discount fees, etc.
(3) Duncan Solutions can provide Parking Permit Processing, however, the price will depend on the scope of services required. Service can range from simply providing access to the Duncan Solutions' Parking Permit Module in AutoProcess to permit processing to fulfillment including purchasing of Permit stock.
(4) In addition, Duncan Solutions and the City may offer flexible pricing including monthly lease rates and "per ticket" pricing for handheld equipment, as an alternative pricing to equipment purchase prices. Prices vary depending on number of devices, equipment configuration/peripherals, length of lease, etc. Agreement to alternative flexible pricing must be approved by the client agency.
(5) Payment Exception Processing charge is $.17 per transaction if a payment cannot be applied and the City returns the item with a letter. The standard notice fee applies to the cost of producing and mailing the letter.
(6) Determination of "volume category" will be based on a client's volume during the prior calendar year.
(7) Postal rate changes will be added to notice costs as they occur.
(8) Duncan Solutions will pass through costs to the City of Inglewood for obtaining registered owner information from state motor vehicle agencies as they occur.
(9) The City will pay Duncan Solutions 50% of net revenue realized by the City from Franchise Tax Board, (FTB) lien filings facilitated for the City's client agencies. The net revenue is determined after payment of all filing fees and service charges by outside collection agencies.
(10)The City will pay Duncan Solutions for customization such as building cashiering API. These costs will be passed onto clients at no markup. All customization or special one-time services must be documented in writing with a work order and cost estimate prior to initiating the work. This service is covered under the custom programming hourly rate. All reasonable out of pocket expenses and travel expenses related to this service will be reimbursed by the City upon submittal of copies of receipts.
(11)Table 1 displays a single price for each service within each volume band. Duncan Solutions understand that the City of Inglewood will charge the client cities a "marked-up price" to reimburse the City for the cost of Parking Citation Management Program and Contract Administration Services.
(12) Duncan Solutions and the City may adopt exceptions to the schedule to offer current client agencies a phased approach to implementing new rates for services. This exception must be mutually agreed upon by the City and Duncan Solutions and be lower than the Table 1 fees for billing the City. This reduced fee may be used if the new citation processing is 20% or more of an increase from the current fee. In the first year, 50% of the rate increase can be implemented, with the balance in the second year. The determination of whether this phased implementation plan will be used will be made by the City contract administrator.
(13) The City contract administrator and designated Duncan Solutions contract administrator by mutual agreement can establish special rates for Table 1 fees for clients when needed to retain clients, recognize special cost or volume situations react to market competition, or to propose services to potential new clients. Exceptions can include flat fees based on collections, percentage of collections and exceptions to application of Cost of Living (COL) adjustments.

EXHIBIT A

City of Inglewood
Pricing for Services
Price Effective 4/01/2007

TABLE 2 – Fees based on disbursements method

The following rates will be charged by Duncan Solutions to Inglewood for clients who are low volume and identified by the City of Inglewood as client agencies who qualify for flat fees based on disbursement action:

- Bail $1.50
- Delinquent $7.50
- Lien $12.50
- Partial $1.50
- NSF Check $25.00

Client agencies in this fee category will pay the City of Inglewood a minimum of $300 per month in total fees and service charges. Duncan will be paid 80% of the net amount received for processing and customer services and the City of Inglewood will retain 20% as reimbursement for program administrative costs. Optional services such as IVR and Web payment systems will be charged at the rates in Table 1, if they are utilized by clients in this fee category.

TABLE 3 – Fees based on fixed percentage of actual collections

The following rates will be charged by Inglewood to the clients in this category:

- Compton Community College 30% of actual revenue plus cost of notices
- Compton Unified 30% of actual revenue plus cost of notices
- City of Gardena 10% of actual revenue includes lockbox services

Charges for services provided to clients in this category for processing and customer services and do not include in the clients fixed percentage agreement optional services such as IVR, web payment, lockbox and FTB liens. Optional services shall be charged to Inglewood at the rates listed in Table 1. Duncan will be paid 80% of the net amount received for processing and customer services and the City of Inglewood will retain 20% as reimbursement for program administrative costs.

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
AutoCITE/AutoISSUE		
AutoCITE X3 Citation Issuance Devices		
X3 Base Handheld	$ 3,500.00	$ 3,150.00
(Future models will be provided at the same discount rate)		
AutoCITE Accessories		
GPRS Modem (X3)	$ 550.00	$ 495.00
Digital Camera (X3) Including IR Transceiver	$ 550.00	$ 495.00
1d BarCode Scanner (X3) intended for parking	$ 350.00	$ 315.00
2d BarCode Scanner (X3) intended for traffic	$ 450.00	$ 405.00
Multi-Space IR Transceiver Only (X3)	$ 150.00	$ 135.00
MagStripe Reader (X3)	$ 450.00	$ 405.00
Envelope Holder - Small (X3 style ticket)	$ 20.00	$ 18.00
Cover Case With Belt Clip (X3 only)	$ 75.00	$ 67.50
Stylus (4 pack)	$ 12.00	$ 10.80
Mag - Card Cleaners (per cleaner)	$ 5.00	$ 4.50
(Future models will be provided at the same discount rate)		
AutoCITE Charger/Multiplexers		
USB Charger (6 bays)	$ 1,000.00	$ 900.00
USB Charger (6 bays) Annual Maintenance	$ 50.00	$ 45.00
Single User Charger Adapter a. Must order cigarette lighter power cord or single unit charger AC power source) b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.	$ 50.00	$ 45.00
Cigarette Lighter Power Cord (X3, Se, or older)	$ 30.00	$ 27.00
Single Unit AC Power Source (X3, S3, or older)	$ 50.00	$ 45.00
Charger (serial/NiCad) - Power Master 4-port	$ 700.00	$ 630.00
Charger (serial/NiCad) - Slave 4-port	$ 500.00	$ 450.00
(Future models will be provided at the same discount rate)		
AutoCITE Maintenance		
X3 (Base)	$ 400.00	$ 400.00
IR only (additive)	$ 25.00	$ 25.00
Mag-Strip Reader (additive)	$ 50.00	$ 50.00
Digital Camera Including IR Transceiver (additive)	$ 50.00	$ 50.00
1D Bar Code Reader (additive)	$ 100.00	$ 100.00
2D Bar Code Reader (additive)	$ 100.00	$ 100.00
GPRS Modem (additive)	$ 100.00	$ 100.00

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
AutoISSUE Modules		
Parking Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	$ 6,000.00	$ 5,400.00
Traffic Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	$ 6,000.00	$ 5,400.00
Municipal Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	$ 6,000.00	$ 5,400.00
Network Version .NET 5 user license a. $200 per user thereafter	$ 3,000.00	$ 2,700.00
AutoTRAX SS 2.0 - Single-Space Meter Management Module	$ 6,000.00	$ 5,400.00
ACDI Wireless Communication - Basic a. Basic communication between X3 & AI.NET only (wireless airtime not included)	$ 6,000.00	$ 5,400.00
Public Contacts	$ 4,000.00	$ 3,600.00
Field Investigation	$ 4,000.00	$ 3,600.00
Transit Violations	$ 4,000.00	$ 3,600.00
Code Enforcement	$ 6,000.00	$ 5,400.00
Abandoned Vehicles	$ 4,000.00	$ 3,600.00
Signature Capture (Officer)	$ 2,000.00	$ 1,800.00
Signature Capture (Violator)	$ 2,000.00	$ 1,800.00
Diagrams - free form, no template	$ 2,000.00	$ 1,800.00
Time Limit Marking	$ 1,000.00	$ 900.00
Parking Permit Cross Reference	$ 1,000.00	$ 900.00
Meter/Location Matrix	$ 1,000.00	$ 900.00
Broken Meter Reporting	$ 1,000.00	$ 900.00
Damaged Sign Reporting	$ 1,000.00	$ 900.00
Officer Activity Logging	$ 1,000.00	$ 900.00
Visitor Information	$ 1,000.00	$ 900.00
Barcode Printing 1D 128 A, B or C	$ 1,000.00	$ 900.00
OCR A Size 1 Printing (X3, S3, S4 & T Series)	$ 2,000.00	$ 1,800.00
Warnings Tracking	$ 2,000.00	$ 1,800.00
Habitual Offender Escalation	$ 8,000.00	$ 7,200.00
Voice Recordings	Included with required hardware	Included with required hardware
Digital Images	Included with required hardware	Included with required hardware
1D BarCode Reading (intended for Parking)	Included with required hardware	Included with required hardware
IrDA Interface for Multi-Space Meters - SneakerNET	$ 2,000.00	$ 1,800.00
Any interface to other systems	based on quote	
(Future models will be provided at the same discount rate)		

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
AutoISSUE Maintenance		
Parking Citation Issuance (.NET version)	$ 600.00	$ 600.00
Traffic Citation Issuance (.NET version)	$ 600.00	$ 600.00
Municipal Citation Issuance (.NET version)	$ 600.00	$ 600.00
AutoTRAX 2.0 - for Single-Space Meters	$ 600.00	$ 600.00
ACDI Wireless Communication	$ 600.00	$ 600.00
Public Contacts	$ 400.00	$ 400.00
Transit Violations	$ 400.00	$ 400.00
Code Enforcement	$ 600.00	$ 600.00
Abandoned Vehicles	$ 400.00	$ 400.00
Animal Violations (Australia only)	$ 400.00	$ 400.00
Warnings Tracking	$ 200.00	$ 200.00
Habitual Offender Escalation	$ 800.00	$ 800.00

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
Multi-Space Meters		
Duncan Pay by Space Meters		
VM Meter - Steel, powder-coated	$ 3,200.00	$ 2,880.00
VS Meter - Stainless Steel, powder-coated	$ 4,100.00	$ 3,690.00
VS Meter - Stainless Steel, natural finish	$ 4,700.00	$ 4,230.00
(Future models will be provided at the same discount rate)		
Pay by Space Accessories		
Card Reader Module, Strip-Chip	$ 450.00	$ 405.00
Wireless Communications Module (GSM/GPRS)	$ 600.00	$ 540.00
Battery, Green Cell	$ 85.00	$ 76.50
Cashbox, Intelligent (1K)	$ 200.00	$ 180.00
Anti-Probe Device (APD)	$ 250.00	$ 225.00
Enforcer Module – Expiry Indicator	$ 250.00	$ 225.00
Installation Kit - Surface Mount	$ 120.00	$ 108.00
Installation Kit - Subterranean	$ 80.00	$ 72.00
(Future models will be provided at the same discount rate)		
Duncan Pay and Display Meter		
MX Meter - Stainless Steel, powder-coated	$ 6,000.00	$ 5,400.00
MX Meter - Stainless Steel, natural finish	$ 6,400.00	$ 5,760.00
(Future models will be provided at the same discount rate)		
Pay and Display Accessories		
Card Reader Module, Strip-Chip	$ 275.00	$ 247.50
Wireless Communications Module (GSM/GPRS)	$ 575.00	$ 517.50
Solar Integrated Recharge Module	$ 200.00	$ 180.00
Cashbox, Intelligent (8K)	$ 285.00	$ 256.50
Installation Kit - Subterranean	$ 80.00	$ 72.00
Decal - lower door (standard design)	$ 50.00	$ 45.00
Ticket Paper	Volume dependent	
(Future models will be provided at the same discount rate)		
AutoTRAX (Multispace Meter Mgt System)		
Access & Communication (per Meter/per Month) may vary depending on length of contract and current 3rd party service provider pricing	$ 30.00	$ 27.00
(Future models will be provided at the same discount rate)		

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
Duncan Multispace Miscellaneous		
Fascia (Rate Card) Creation (Per Rate Card)	$ 15.00	$ 13.50
Fascia (Rate Card) Design Modification Fee	$ 50.00	$ 45.00
Space Numbers (Stamarks)	$ 17.00	$ 15.30
3M Premium Adhesive Primer	$ 65.00	$ 58.50
Space Markers	$ 39.00	$ 35.10
Decorative Space Marker Sleeves	$ 7.00	$ 6.30
Intelligent Cash Box Reader Station	$ 1,335.00	$ 1,201.50
Technician's Infra-Red !D Key	$ 285.00	$ 256.50
mPARK Establishment (per Meter)	$ 50.00	$ 50.00
mPARK Access Fee (per Meter/per Month)	$ 4.00	$ 4.00
mPARK Transaction Fee (per transaction) - City fee	Greater of 6% or $0.15 per trxn	Greater of 6% or $0.15 per trxn
mPARK Service Fee (per transaction) - Motorist fee	$ 0.20	$ 0.20
Credit Card Processing Gateway (per transaction)	Volume dependent	
(Future models will be provided at the same discount rate)		
Multi-space Maintenance Fees		
Annual Support Fee (Per meter per year)	$ 50.00	$ 50.00
Single-Space Meters		
Duncan Meter Products		
EAGLE STANDARD, NO CASHKEY RECEPTACLE	$ 149.95	$ 134.96
EAGLE CASHKEY	$ 174.95	$ 157.46
EAGLE FT	$ 174.95	$ 157.46
EAGLE 2100 (WITH CARD READER)	$ 184.95	$ 166.46
EAGLE 2100 (W/O CARD READER)	$ 174.95	$ 157.46
REMAN EAGLE WITHOUT CASHKEY	$ 125.75	$ 113.18
REMAN EAGLE WITH CASHKEY	$ 131.25	$ 118.13
REMAN EAGLE 2000	$ 131.25	$ 118.13
MECHANICAL MECHANISM ONLY	$ 120.75	$ 108.68
(Future models will be provided at the same discount rate)		

CELL

EXHIBIT B

City of Inglewood
Equipment, Supplies, Maintenance and Professional Services
Prices Effective 04/01/2007

DESCRIPTION	LIST PRICE	DISCOUNTED PRICE (See Notes)
Duncan Housing Products		
MODEL 60 DUPLEX HOUSING COMPLETE	$ 249.00	$ 224.10
MODEL 60 DUPLEX LOWER HOUSING ONLY	$ 136.00	$ 122.40
MODEL 76 SINGLE HOUSING COMPLETE	$ 151.00	$ 135.90
MODEL 76 SINGLE LOWER HOUSING ONLY	$ 94.00	$ 84.60
MODEL 76 DUPLEX HOUSING COMPLETE	$ 266.00	$ 239.40
MODEL 76 DUPLEX LOWER HOUSING ONLY	$ 157.00	$ 141.30
MODEL 70 VIP SINGLE HOUSING COMPLETE	$ 168.00	$ 151.20
MODEL 70 VIP LOWER HOUSING ONLY	$ 113.00	$ 101.70
MODEL 80 VIP SINGLE HOUSING COMPLETE	$ 252.00	$ 226.80
MODEL 80 VIP LOWER HOUSING ONLY	$ 126.00	$ 113.40
MODEL 90 VIP SINGLE HOUSING COMPLETE	$ 199.00	$ 179.10
MODEL 90 VIP LOWER HOUSING ONLY	$ 141.00	$ 126.90
MODEL 90 VIP DUPLEX HOUSING COMPLETE	$ 338.00	$ 304.20
MODEL 90 VIP DUPLEX LOWER HOUSING ONLY	$ 236.00	$ 212.40
MODEL 95 VIP SINGLE HOUSING COMPLETE	$ 274.00	$ 246.60
MODEL 95 VIP SINGLE LOWER HOUSING ONLY	$ 143.00	$ 128.70
MODEL 95 VIP DUPLEX HOUSING COMPLETE	$ 489.00	$ 440.10
MODEL 95 VIP DUPLEX LOWER HOUSING ONLY	$ 248.00	$ 223.20
MODEL 2000 HOUSING COMPLETE	$ 314.00	$ 282.60
MECH HOUSING (60/70/76/90), UPPER	$ 58.00	$ 52.20
MECH HOUSING (80/95), UPPER	$ 133.00	$ 119.70
MODEL 80C VIP SINGLE HOUSING COMPLETE	$ 209.00	$ 188.10
REMAN 60 SINGLE HOUSING COMPLETE	$ 78.75	$ 70.88
REMAN 60 DUPLEX HOUSING COMPLETE	$ 147.00	$ 132.30
REMAN 60 DUPLEX LOWER HOUSING ONLY	$ 63.00	$ 56.70
REMAN 76 SINGLE HOUSING	$ 94.50	$ 85.05
REMAN 76 SINGLE LOWER HOUSING ONLY	$ 52.50	$ 47.25
REMAN 76 DUPLEX HOUSING COMPLETE	$ 162.75	$ 146.48
REMAN 76 DUPLEX LOWER HOUSING ONLY	$ 78.75	$ 70.88
REMAN 70 SINGLE HOUSING COMPLETE	$ 126.00	$ 113.40
REMAN 70 SINGLE LOWER HOUSING ONLY	$ 84.00	$ 75.60
REMAN 80 SINGLE HOUSING COMPLETE	$ 183.75	$ 165.38
REMAN 90 SINGLE HOUSING COMPLETE	$ 152.25	$ 137.03
REMAN 90 DUPLEX HOUSING COMPLETE	$ 254.00	$ 228.60
REMAN 95 SINGLE HOUSING COMPLETE	$ 215.25	$ 193.73
REMAN 95 DUPLEX HOUSING COMPLETE	$ 367.50	$ 330.75