

RESOLUTION NO. 2008-045

Adopted by the Sacramento City Council

January 29, 2008

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. The use of City of Inglewood contract no. 07-32 is hereby approved for the lease purchase of AutoCITE X3 handheld citation issuance devices 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

Adopted by the City of Sacramento City Council on January 29, 2008 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

AGREEMENT 07-32

1
2 **THIS AGREEMENT** is made and entered into this 17th day of
3 April, 2007, by and between the CITY OF INGLEWOOD, a
4 municipal corporation and charter CITY, hereinafter referred to as the "CITY" and
5 "PROFESSIONAL ACCOUNT MANAGEMENT, LLC" a limited liability corporation, with
6 its principal place of business at 633 W. Wisconsin Avenue, Suite 1600, Milwaukee,
7 WI 53203, hereinafter referred to as "Contractor."

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

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

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

18 **NOW, THEREFORE**, the parties hereto agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

19
20 Contractor shall perform the certain services under the direction of the Parking
21 Ticket System (PTS) Manager. These services may include, but are not limited to the
22 following:

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

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

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

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

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

1 **ARTICLE 2 – DUTIES OF THE CITY**

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

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

22 **ARTICLE 3 – COMPENSATION AND METHOD OF PAYMENT**

23 Contractor shall be paid, in Year 1, a maximum compensation amount of
24 \$1,130,000.00, in the ordinary course of CITY's business, for services faithfully
25 rendered and products provided pursuant to this Agreement.

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

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

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

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

22 **ARTICLE 4 – PRICING**

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

1 the balance in the second year.

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

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

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

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

18 **ARTICLE 5 – SHOWCASE PROPOSAL**

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

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

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

4 **ARTICLE 6 – COST OF LIVING ADJUSTMENTS (COLA)**

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

20 **ARTICLE 7 – MOST FAVORED PUBLIC ENTITY**

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

27 **ARTICLE 8 – NO CITY RELATIONSHIP**

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

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

4 **ARTICLE 9 – INSURANCE REQUIREMENTS**

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

10 **Minimum Scope of Coverage**

11 Coverage shall be at least as broad as

- 12 1. Insurance Services Office Commercial General Liability coverage
13 (occurrence form CG 0001)
- 14 2. Insurance Services Office Form Number CA 0001 covering Automobile
15 Liability, Code 1 (any auto).
- 16 3. Workers' Compensation insurance as required by the State of California
17 and Employer's Liability Insurance.

18 **Minimum Limits of Insurance**

19 Contractor shall maintain no less than:

- 20 1. General Liability: **\$5,000,000** per occurrence for bodily injury,
21 personal injury and property damage. The general aggregate limit shall apply
22 separately to this project/location.
- 23 2. Automobile Liability: **\$1,000,000** per accident for bodily injury and
24 property damage
- 25 3. Employer's Liability: **\$1,000,000** per accident for bodily injury or
26 disease.

27 **Deductibles and Self-Insured Retentions**

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

7 **Other Insurance Provisions**

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

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

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

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

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

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

1 **Acceptability of Insurers**

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

4 **Verification of Coverage**

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

13 **ARTICLE 10 - INDEMNIFICATION**

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

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

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

3 **ARTICLE 11 – TERM**

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

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

12 **ARTICLE 12 – FINDINGS CONFIDENTIAL**

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

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

22 **ARTICLE 13 – TERMINATION**

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

1 citation management system to an alternative operator.

2 **ARTICLE 14 – NOTICES**

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

6 **To CITY:**
7 City of Inglewood
8 One Manchester Boulevard
9 Inglewood, California 90301
10 Attn: Yvonne Horton, City Clerk
11 With a copy to:
12 Michael D. Falkow, ITC Director

To Contractor:
Professional Account Mgmt, LLC
633 W. Wisconsin Avenue, #1600
Milwaukee, WI 53203
Attn: Gary Smith, President

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

17 **ARTICLE 15 – NON-ASSIGNABILITY**

18 The expertise and experience of Contractor are material considerations for this
19 Agreement. CITY has an interest in the qualifications of and capability of the company
20 that will fulfill the duties and obligations imposed upon Contractor under this
21 Agreement. In recognition of that interest, Contractor shall not assign or transfer this
22 Agreement or any portion of this Agreement or the performance of any of Contractor's
23 duties or obligations under this Agreement without the prior written consent of the
24 CITY. Any attempted unauthorized assignment shall be ineffective, null and void, and
25 shall constitute a material breach of this Agreement entitling CITY to any and all
26 remedies at law or in equity, including summary termination of this Agreement.
27 Contractor shall not assign any interest in this Agreement and shall not transfer any
28 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

1 the selected Contractor of its responsibilities under the contract.

2 **ARTICLE 16 – SOFTWARE DELIVERY, INSTALLATION & ACCEPTANCE**

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

15 **ARTICLE 17 – SYSTEM CONFIGURATION**

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

22 **ARTICLE 18 – SYSTEM TESTING**

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

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

3 **ARTICLE 19 – ACCEPTANCE TESTING**

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

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

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

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

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

2 **ARTICLE 20 – DOCUMENTATION**

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

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

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

16 **ARTICLE 21 – THIRD PARTY WARRANTY**

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

23 **ARTICLE 22 – MAINTENANCE SERVICES**

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

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

1 waiting period for telephone support exceed 5 minutes.

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

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

7 **ARTICLE 23 – AUDITS AND MONITORING OF SERVICES**

8 Contractor agrees to permit CITY and/or its client agencies to audit, at any
9 reasonable time during the term of this Agreement and for 3 years from the date of
10 final payment, Contractor's records pertaining to matters covered by this Agreement.

11 Contractor agrees to maintain accurate books and records in accordance with
12 generally accepted accounting principles for at least 3 years following the term of this
13 Agreement.

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

17 **ARTICLE 24 – EQUAL EMPLOYMENT**

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

22 **ARTICLE 25 – WAIVER**

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

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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

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

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

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

8 **ARTICLE 30 – SEVERABILITY**

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

17 **ARTICLE 31 – ENTIRE AGREEMENT**

18 This Agreement, and the attached exhibits, is the entire, complete, final and
19 exclusive expression of the parties with respect to the matters addressed therein and
20 supersedes all other Agreements or understandings, whether oral or written, or
21 entered into between Contractor and CITY prior to the execution of this Agreement.
22 No statements, representations or other Agreements, whether oral or written, made by
23 any party which are not embodied herein shall be valid and binding unless in writing
24 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

CITY OF INGLEWOOD

Michael Nickolaus
Michael Nickolaus, CEO

Rt. Dorn
Roosevelt Dorn, Mayor

ATTEST:

Yvonne Horton
Yvonne Horton, City Clerk

APPROVED AS TO FORM:

Cal Saunders
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

| Cost Per Item | Volume Categories (6) (11) (12) (13) | | | | |
|---|--------------------------------------|--------------------|--------------------|--------------------|--------------------|
| | 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 |

**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.

**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.

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

EXHIBIT B

| 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 | \$ 50.00 | \$ 45.00 |
| 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. | | |
| Cigarette Lighter Power Cord (X3, \$e, or older) | \$ 30.00 | \$ 27.00 |
| Single Unit AC Power Source (X3, \$3, 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 |

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

EXHIBIT B

| 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) | | |
| | | |

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

EXHIBIT B

| 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 |

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

EXHIBIT B

| 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) | | |

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

EXHIBIT B

CELL

| 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 ID 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 txn | Greater of 6% or \$0.15 per txn |
| 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) | | |

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

EXHIBIT B

| 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 |