



City of Sacramento City Council

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

Meeting Date: 11/8/2012

Report Type: Consent

Title: Agreement: Parking Citation Processing Services [2/3 Vote Required]

Report ID: 2012-00885

Location: Citywide

Recommendation: Pass a motion: 1) determining it is in the best interest of the City to suspend competitive bidding; 2) suspending competitive bidding; and 3) awarding a contract to the City of Inglewood for citation processing and collection services for a total amount not to exceed \$2,300,000 for a five year term with two, one-year options to extend.

Contact: Howard Chan, Parking Services Manager, (916) 808-7488, Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
10/29/2012 1:59:17 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
10/19/2012 9:55:07 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/26/2012 3:16:58 PM



Description/Analysis

Issue: Since 1994, the City of Inglewood (“Inglewood”) has provided parking citation processing services to the City of Sacramento through a government-to-government partnership. The current contract with Inglewood will expire on January 5, 2013 and Staff has negotiated terms of a new contract that will ensure continuity of citation processing and collection services, and allows the City to take advantage of the volume discount pricing through Inglewood’s program of shared services that includes over 50 other government agencies.

Staff recommends the suspension of competitive bidding in the best interest of the City: 1) to avoid the disruption in parking citation processing and collection services that would result from switching to a new provider; 2) to continue to participate in Inglewood’s program of shared services with over 50 other government agencies that allows each agency to benefit from volume discount pricing; and 3) because the City will benefit from over \$400,000 in savings over the initial five year term of the proposed agreement through equipment upgrades, free wireless data, and delayed annual rate adjustments.

Policy Considerations: The recommendation is consistent with the City’s strategic plan and the goal of the City Council to expand economic development throughout the City.

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not considered a project as defined by Section 15378 of the California Environmental Quality Act (CEQA). The activity involves no physical construction and, therefore, has no potential to cause a significant impact on the environment (CEQA Section 15061 (b)(3)).

Sustainability Considerations: There are no sustainability considerations applicable to this action.

Other: None

Commission/Committee Action: None

Rationale for Recommendation: Since 1994, the City of Inglewood has been the provider of parking citation processing and collection services to the City of Sacramento. Inglewood provides these services through the Inglewood Citation Management Services (“ICMS”) program of shared services with other government agencies. Currently, over 50 other government agencies have joined ICMS to take advantage of volume discount pricing for parking citation processing and collection services. The agreement allows for a menu of services wherein each agency can take advantage of discounted services, but is only required to purchase the services needed. Renewing with the City of Inglewood will allow the City to provide continuity in its parking citation processing and collection services while avoiding potential rate increases incurred through a new provider.

Proposed terms of the new five-year contract with Inglewood include:

1. Extension of the 2012 contract rates.
2. Retrofitting the City's current inventory of 44 electronic citation issuance devices at no cost. All units will be updated with the latest motherboard, wireless capabilities, camera, flash and software. This represents a savings of \$112,725.
3. Wireless data plan provided at no charge. The estimated savings over the initial five year term will exceed \$250,000.
4. Waiving of the 2013 CPI rate adjustment. Rates were scheduled for adjustment on July 1, 2013, but will not be adjusted until July 1, 2014, saving the City more than \$53,000 over the initial term of the new contract.

Suspension of competitive bidding in the best interest of the City will allow the City to avoid disruption in parking citation processing and collection services and to continue to benefit from volume discount pricing of shared services with over 50 government agencies.

Financial Considerations: Sufficient funds are currently budgeted in the Parking Division's General Fund (Fund 1001) operating budget for an amount not to exceed \$2,300,000 for the initial five year term.

Emerging Small Business Development (ESBD): This recommended agreement will be executed in cooperation with another governmental agency; therefore, it will not have an effect on the City's small business program objectives.

Background Information

The City of Inglewood created the Inglewood Citation Management Services (ICMS) program in 1988. The program allows other government agencies to take advantage of outsourced solutions for parking citation processing, on-street parking equipment and/or services and delinquent citation collection services. ICMS provides shared automated services, technical support, back office staff support, printing, mailing, collections, equipment and technical services that meet California regulations. The team of service providers that comprise the ICMS program was selected by the City of Inglewood through competitive RFP contract processes and can be accessed by other government agencies by contracting with the City of Inglewood for inclusion in the ICMS Program.

Since 1994, the City of Sacramento has contracted with the City of Inglewood (“Inglewood”) for parking citation processing services. The most recent five year contract with the City of Inglewood will expire January 5, 2013.

In August 2004 the City of Sacramento leased 20 Radix handheld citation issuance devices. In January 2008, the City surrendered the Radix handhelds, which were no longer functioning properly, back to Inglewood and purchased 20 new AutoCITE X3 handhelds via a cooperative government contract between Professional Accounts Management and Inglewood.

In October 2008 the City amended its contract with Inglewood to add comprehensive collection services, web/phone-based payment processing, and purchase of 24 additional hand-held ticket writers.

The new contract with Inglewood will include several new web-based features including:

1. AutoPROCESS Multimedia Enhancement that allows the transfer of digital photos from handheld citation issuance devices.
2. Online citation review and payment.
3. DocuPeak hosted apps platform with Correspondence Review facilitates paperless workflow.



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CITY OF INGLEWOOD
AGREEMENT NO. 12 – _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between City of Inglewood a charter city and municipal corporation, with its principal offices located at One Manchester Boulevard, Inglewood, California 90301 (hereinafter referred to as "City" or "Inglewood"), and the City of Sacramento ("Client Agency"), a charter city, with its principal place of business located at 300 Richards Blvd., Sacramento, CA 95811.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Client Agency desires to enter into an agreement to establish a contractual relationship to receive parking citation management goods and services; and

C. Inglewood, pursuant to California Vehicle Code (CVC) § 40200.5, is desirous of establishing a contractual relationship with Client Agency, wherein City assists Client Agency with computerized parking citation management services and collection services; and

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

ARTICLE 1 – TERM

This agreement is to remain in effect from January 6, 2013 through January 5, 2018, (5 year term) with an option to renewal for two (2) additional one (1) year terms contingent upon the approval of the Inglewood City Council. Client Agency may exercise the right to extend the term of the Agreement by providing written notice to Inglewood not less than sixty (60) days prior to the last day of the service term, subject

1 to the approval of the Inglewood City Council.

2 **ARTICLE 2 – CITY DUTIES**

3 A. Inglewood Citation Management Services (ICMS)

4 The City of Inglewood provides citation management services through the organization
5 called “Inglewood Citation Management Services (ICMS)”. Staff provides contract
6 management services to plan and direct all contract service providers’ performance
7 and provide coordination of all services to client agencies. The ICMS staff also
8 provides technical direction for each contractor’s services and takes corrective action
9 for any problems or issues that develop.

10 B. ICMS Program Management Services

11 The services provided by ICMS under this agreement include the following program
12 management services:

- 13 1. Contract services for citation processing, parking permit system and related
14 services
- 15 2. Direction of day-to-day operations between contract service providers and client
16 agencies
- 17 3. Coordinate client group meetings and conferences
- 18 4. Management consulting services
- 19 5. Expedited purchasing of services and equipment

20 **ARTICLE 3 – CLIENT AGENCY’S DUTIES**

21 Client Agency agrees to the following obligations:

- 22 A. To fully cooperate with City and its service providers.
- 23 B. To provide City with all information necessary for the performance of its
24 services under this agreement.
- 25 C. To have representatives attend City sponsored Parking Citation training,
26 conferences and seminars as appropriate to learn the functions of the citation
27 management system, operating policies and procedures and regulations related to
28 parking citation processing and collections.

1 D. To obtain and maintain an Internet Service Provider (ISP) connection, at
2 its sole expense, for access to the Inglewood Citation Management System (ICMS)
3 AutoPROCESS (AP) and Client Services Management System (CSM).

4 **ARTICLE 4 – SERVICES AND COMPENSATION**

5 A. Citation Processing Fees

6 The Client Agency agrees to pay City for its citation management services the fees
7 described in Exhibit “A” for all services it selects to purchase. Client Agency’s current
8 rates, as set forth in Exhibit “A”, are subject to an annual adjustment. The citation
9 processing fees, including but not limited to those set forth in Exhibit “A”, shall be
10 adjusted July 1st of each year based on the annual percentage change in the All Items
11 Consumer Price Index (CPI) Los Angeles-Riverside-Orange County, California as
12 identified each June for the prior twelve (12) month period. The annual adjustment
13 shall not exceed (three and one half percent) 3.5% in any one year. The annual
14 adjustment to the citation management services shall commence July 1, 2014 and
15 shall be applicable for each year thereafter during the term of this agreement.

16 B. Optional Equipment, Supplies and Services

17 Exhibit “B” provides a list of optional equipment, supplies and services that the Client
18 Agency may purchase. These items require a price quote and confirming purchase
19 order to the supplier Professional Account Management, LLC.

20 C. Delinquent Citation Collection Services

21 Exhibit “C” provides services and rates for collection services that the Client Agency
22 can purchase, including tax offset lien filing services with the State of California
23 Franchise Tax Board (FTB). The cost of this service requires a price quote and
24 depends on volume, scope of work, filing fees and other requirements.

25 D. Compensation to City

26 City shall be compensated for services performed pursuant to this Agreement in the
27 amount and manner set forth in Exhibits “A”, “B”, and “C” which are incorporated herein
28 by this reference. Payment will be made in the same manner that claims of a like

1 character are paid by the Client Agency, with checks drawn on the treasury of said
2 Client Agency. As specified in Section E of this Article, the Client Agency may
3 authorize payment of amount due for services by deducting the amount due from
4 citation revenues paid to the City on behalf of the Client Agency. Should this payment
5 option be selected, the City will submit to Client Agency a detailed monthly
6 reconciliation of revenues received and service fees deducted.

7 E. Invoicing

8 Invoices for services rendered pursuant to this agreement will be prepared by City and
9 submitted to the Client Agency on a monthly basis. Invoices shall be paid by Client
10 Agency within thirty (30) days of receipt of invoice.

- 11 1. Client Agency has the option to deduct LES collection invoice
12 amounts that are sixty (60) days or more late from payment due date
13 from ICMS monthly invoice payment.
- 14 2. City has the option to deduct monthly invoice amounts that are 60
15 days or more late from payment due date, from proceeds of any
16 parking citation funds that the City has received from customers.

17 **ARTICLE 5 – PROFESSIONAL SERVICES**

18 The City hereby warrants and represents that the services provided by City pursuant to
19 this Agreement shall be performed in a professional and workmanlike manner.

20 **ARTICLE 6 – INDEPENDENT CONTRACTOR**

21 City shall be an independent contractor of Client Agency. This agreement is not
22 intended, and shall not be construed, to create the relationship of agency, servant,
23 employee, partnership, joint venture or association, as between City and Client
24 Agency. The manner and means of conducting the work are under the control of the
25 City, except to the extent they are limited by statute, rule or regulation, and the
26 expressed terms of the Agreement.

27 **ARTICLE 7 – IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

28 City assumes any and all responsibility for verifying the identity and employment

1 authorization of all of its employees performing work hereunder, pursuant to all
2 applicable IRCA or other Federal, or State rules and regulations. City shall indemnify
3 and hold Client Agency harmless from and against any loss, damage, liability, costs or
4 expenses arising from any noncompliance of this provision by City.

5 **ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

6 Consistent with City's policy that harassment and discrimination are unacceptable
7 employer/employee conduct, Inglewood agrees that harassment or discrimination
8 directed toward a job applicant, a City employee, or a citizen by Inglewood or
9 Inglewood's employee on the basis of race, religious creed, color, national origin,
10 ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation
11 will not be tolerated. Inglewood agrees that any and all violations of this provision shall
12 constitute a material breach of this Agreement.

13 **ARTICLE 9 – INDEMNIFICATION**

14 A. Neither Client Agency nor any officer or employee of the Client Agency
15 shall be responsible for any damage or liability occurring by reason of anything done or
16 omitted to be done by City under or in connection with any work, authority or
17 jurisdiction delegated to Inglewood under this agreement. It is also understood and
18 agreed that, pursuant to California Government Code Sections 895 through 895.8, City
19 shall fully indemnify, defend and hold harmless Client Agency from any liability
20 imposed for injury, as defined by California Government Code Section 810.8, occurring
21 by reason of anything done or omitted to be done by City under or in connection with
22 any work, authority or jurisdiction delegated to City under this agreement.

23 B. Neither City nor any officer or employee of City shall be responsible for
24 any damage or liability occurring by reason of anything done or omitted to be done by
25 the Client Agency under or in connection with any work, authority or jurisdiction
26 delegated to City under this agreement. It is also understood and agreed that, pursuant
27 to California Government Code Sections 895 through 895.8, the Client Agency shall
28 fully indemnify, defend and hold harmless City from any liability imposed for injury, as

1 defined by California Government Code Section 810.8, occurring by reason of anything
2 done or omitted to be done by the Client Agency under or in connection with any work,
3 authority or jurisdiction delegated to City under this agreement.

4 **ARTICLE 10 – LIMITATION OF LIABILITY**

5 In no event shall City be liable for special, indirect, incidental, consequential, or
6 exemplary damages, including, without limitation, any damages resulting from loss of
7 use, loss of data, interruption of business activities, or failure to realize savings arising
8 out of or in connection with the use of City’s services or products provided by
9 Inglewood staff or contractors. City’s liability for damages and expenses arising out of
10 this agreement, whether based on a theory of contract or tort, including negligence and
11 strict liability, shall not exceed one year’s compensation of Citation Processing
12 transaction service charges as determined by rate in Exhibit “A” of this agreement.

13 **ARTICLE 11 – INSURANCE**

14 On or before the commencement of the terms of this Agreement, City shall furnish
15 Client Agency with certificate showing the type, amount, class of operations covered,
16 effective dates and dates of expiration of insurance coverage in compliance with
17 paragraphs 11 A, B, C and D. Such certificate, which does not limit City's
18 indemnification, shall also contain substantially the following statement: "Should any of
19 the above insurance covered by this certificate be canceled or coverage reduced
20 before the expiration date thereof, the insurer affording coverage shall provide thirty
21 (30) days advance written notice to the Client Agency by certified mail. It is agreed that
22 City shall maintain in force at all times during the performance of this Agreement all
23 appropriate coverage of insurance required by this Agreement with an insurance
24 company that is acceptable to Client Agency and licensed to do insurance business in
25 the State of California. Endorsements naming the Client Agency as additional insured
26 shall be submitted with the insurance certificates.

27 **A. COVERAGE:**

28 City shall maintain the following insurance coverage:

1 (1) **Workers' Compensation:**

2 Statutory coverage as required by the State of California.

3 (2) **Liability:**

4 Commercial general liability coverage in the following minimum
5 limits:

6 Bodily Injury/Property Damage: \$1,000,000 each occurrence

7 If submitted, combined single limit policy with aggregate limits in
8 the amounts of \$1,000,000 will be considered equivalent to the
9 required minimum limits shown above.

10 (3) **Employee Dishonesty Bond:**

11 Coverage of up to \$100,000 each occurrence

12 Coverage shall be for Faithful Performance of Duty Coverage for government
13 employees including, but not limited to, employee theft, forgery or alteration, theft of
14 money and securities, money orders and counterfeit paper currency, and computer
15 fraud.

16 **B. FAILURE TO SECURE:**

17 If City at any time during the term hereof should fail to secure or maintain the foregoing
18 insurance, Client Agency shall be permitted to obtain such insurance in the City's name
19 or as an agent of Inglewood and shall be compensated by City for the costs of the
20 insurance premiums at the maximum rate permitted by law and computed from the
21 date written notice is received that the premiums have not been paid.

22 **C. ADDITIONAL INSURED:**

23 Client Agency, its City Council, boards and commissions, officers, employees, and
24 volunteers shall be named as an additional insured under all insurance coverage,
25 except worker's compensation insurance. The naming of an additional insured shall
26 not affect any recovery to which such additional insured would be entitled under this
27 policy if not named as such additional insured. An additional insured named herein
28 shall not be held liable for any premium, deductible portion of any loss, or expense of

1 any nature on this policy or any extension thereof. Any other insurance held by an
2 additional insured shall not be required to contribute anything toward any loss or
3 expense covered by the insurance provided by this policy.

4 **D. PRIMARY INSURANCE AND NON-CONTRIBUTING INSURANCE:**

5 For any claims related to this project, the City's insurance coverage shall be primary as
6 respects the Client Agency, and its officers, officials, employees and volunteers. Any
7 insurance or self-insurance maintained by the Client Agency, its officers, officials,
8 employees or volunteers shall be non-contributing and in excess of the of the City's
9 insurance.

10 **ARTICLE 12 – RECORDS**

11 City shall maintain complete and accurate records with respect to the services provided
12 to the Client Agency.

13 City shall maintain adequate records of services provided in sufficient detail to permit
14 an evaluation of services. All such records shall be maintained in accordance with
15 generally accepted accounting principles and shall be clearly identified and readily
16 accessible.

17 **ARTICLE 13 – RIGHT TO AUDIT**

18 Client Agency shall have the right to audit the books and records of Inglewood that are
19 related to this Agreement. Client Agency shall provide Inglewood with not less than
20 forty-eight (48) hours' prior notice and the audit shall be at mutually convenient times
21 and during Inglewood's normal business hours. Except as otherwise provided in this
22 Agreement, the cost of any such audit shall be borne by the Client Agency.

23 **ARTICLE 14 – CONFIDENTIALITY OF DOCUMENTS**

24 All of the Client Agency's citation data is and shall remain the property of the Client
25 Agency. All the data prepared, assembled, or maintained by City pursuant to this
26 agreement is confidential and City agrees that they shall not be made available to any
27 individual or organization without the prior written approval of the Client Agency, or
28 upon proper court order, except as provided by the California Public Records Act.

1 **ARTICLE 15 – SECURITY OF DMV DATA**

2 City and the Client Agency agree that either prior to or as soon as is practical following
3 the execution of this Agreement, both parties shall execute a Memorandum of
4 Understanding with the California Department of Motor Vehicles. Inglewood and the
5 Client Agency agree that all the terms and conditions contained in the Memorandum of
6 Understanding which they separately execute with the California Department of Motor
7 Vehicles shall be binding on the parties hereto. The parties hereto agree that the terms
8 and conditions of security of DMV data include, but are not limited to the following:

9 A. Information Use

10 1. The Client Agency requesting Department of Motor Vehicles information
11 (“Requester”) shall not use such records and information for any purpose except that
12 which has been approved by the California Department of Motor Vehicles (“DMV”).

13 2. When a non-law enforcement agency receives information from DMV
14 records that indicates a vehicle or vessel has a Department of Justice (DOJ) stop,
15 Requester shall immediately notify local law enforcement of its location, if known.

16 B. General Security Requirements

17 1. Requester shall maintain the security and integrity of the information it
18 receives from the DMV. A violation of any provision of the agreement, whether by
19 omission or commission, shall be grounds for action by the DMV and may result in
20 suspension or termination of service to the requester.

21 2. Requester shall ensure compliance with all the security provisions of this
22 agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the
23 DMV’s Information Services Branch-Policy Development Unit, by telephone, at (916)
24 657-5583 within one (1) business day. A written notification containing all facts known
25 to the Requester shall be prepared by the Requester within three (3) business days
26 and mailed to the DMV at the following address:

27 Department of Motor Vehicles
28 Information Services Branch Policy Development Unit- H225

1 P.O. Box 924890
2 Sacramento, CA 94290-0001

3 3. Requester shall require the system administrator and every employee
4 having direct or incidental access to DMV records to sign a copy of the Employee
5 Security Statement (INF 1128), upon initial authorization for access to DMV records
6 and annually thereafter. A copy of the Requester's signed statement shall be
7 maintained on file for at least two (2) years following the deactivation or termination of
8 the authorization and shall be available to the DMV upon demand.

9 4. Requester shall restrict the use and knowledge of requester codes and
10 operational manuals to persons who have signed an Employee Security Statement
11 (INF 1128).

12 5. Requester shall maintain a current list of names of persons authorized to
13 access DMV records. This list shall be available to the DMV upon demand.

14 6. Access terminals and modems shall not be unattended while in active
15 session unless secured by a locking device that prevents entry or receipt of
16 information, or are placed in a locked room that is not accessible to unauthorized
17 persons.

18 7. Video terminals, printers, hardcopy printouts, or any other form of
19 duplication of DMV approved records that are located in public access areas shall be
20 placed so that the records shall not be viewed by the public or other unauthorized
21 persons.

22 8. All information received from the DMV's files must be destroyed once its
23 legitimate use has ended. The method of destruction for DMV records will be
24 conducive to the type of record requested and shall be done in a manner which
25 eliminates the reproduction or identification of the destroyed records in any physical or
26 electronic form.

27 9. Other than to a DMV approved vendor or agent, Requester shall not
28 disclose its DMV assigned requester code, either orally or in writing, to anyone who is

1 not in the direct employ of Requester or who has not signed the Employee Security
2 Statement (INF 1128).

3 10. Requester shall not sell, retain, distribute, provide or transfer any record
4 information or portion record information acquired under this agreement except as
5 authorized by the DMV.

6 **ARTICLE 16 – NOTICES**

7 All notices, demands, requests or approvals to be given under this Agreement shall be
8 given in writing and conclusively shall be deemed served when delivered personally or
9 on the second business day after the deposit thereof in the United States Mail, postage
10 prepaid, registered or certified, addressed as hereinafter provided.

11 All notices, demands, requests, or approvals from City to Client Agency shall be
12 addressed to Client Agency at:

13 City of Sacramento
14 300 Richards Blvd., 2nd Floor
15 Sacramento, CA 95811
16 Attention: Howard Chan, Parking Services Manager

17 With a copy to:

18 City of Sacramento
19 915 "I" St. Room 1201
20 Sacramento, CA 95814
21 Attention: Brad Wasson, Revenue Manager

22 All notices, demands, requests, or approvals from Client Agency shall be
23 addressed to City at:

24 City of Inglewood
25 One Manchester Boulevard
26 Inglewood, CA 90301-1750
27 Attention: City Clerk

28 /////

1 With a copy to:

2 City of Inglewood

3 One Manchester Boulevard

4 Inglewood, CA 90301-1750

5 Attention: Dean Viereck, Manager Parking & Enterprise Services

6 **ARTICLE 17 – TERMINATION**

7 **17.1 TERMINATION FOR CAUSE:**

8 Either party shall have the right to terminate this Agreement within thirty (30)
9 days by written notice to the other party if: (i) state law is amended, changed or
10 modified to prohibit the services provided for in this Agreement; or (ii) the other party
11 commits a material breach of any provision of this Agreement. In the event of a
12 material breach, the non-breaching party shall notify the party-in-breach, in writing,
13 identifying the nature of the material breach. The party-in-breach shall have thirty (30)
14 calendar days from the mailing of the notice of material breach to cure said breach or
15 within such other time period as the parties agree to.

16 If the party-in-breach is unable to cure the material breach within the agreed
17 upon time, to the satisfaction of the non-breaching party, the Agreement shall be
18 deemed terminated.

19 **17.2 TERMINATION WITHOUT CAUSE:**

20 Either party may initiate termination of the Agreement without cause at any time
21 by giving ninety (90) days written notice of termination to the other. If Client Agency
22 exercises its rights to terminate this Agreement in accordance with this paragraph, the
23 Client Agency shall be obligated to pay City for all services satisfactorily performed in
24 accordance with this Agreement, through and including effective termination date (at
25 least 90 days after written notice of termination), including but not to exceed the
26 payments according to the rates specified in Exhibits “A”, “B” and “C”.

27 **17.3 PROCEDURES UPON TERMINATION:**

28 **17.3.1 City**

1 City shall (i) immediately cease to provide services and products in connection
2 with the processing and notification of parking citations, (ii) promptly deliver to the
3 Client Agency any and all property, data, and information of the Client Agency provided
4 to City pursuant to this Agreement, (iii) promptly deliver to the Client Agency a final
5 report regarding the processing and notification of parking citations in such format as
6 the Client Agency may reasonably request, and (iv) promptly deliver to Client Agency a
7 final invoice stating all fees and charges properly owed by Client Agency to City, and its
8 subcontractors, for work performed and products purchased by Client Agency prior to
9 the termination. The City and its contract service providers have made a significant
10 investment in the start up of certain services and the Client Agency has agreed to
11 maintain the Agreement for a minimum of twenty-four (24) months. If the Client
12 Agency terminates the Agreement prior to the completion of the first twenty-four (24)
13 months of service, the final invoice will include the amount owed by the Client Agency
14 to reimburse the City for the unamortized portion of one hundred twenty seven
15 thousand seven hundred twenty five (\$127,725) based on straight-line cost allocation
16 for the number of months remaining in the twenty-four (24) month minimum contract
17 terms

18 Upon termination, the City shall transfer the property, data, and information in its
19 possession to the Client Agency by a mutually agreed upon method.

20 **17.3.2. Client Agency**

21 The Client Agency shall (i) immediately cease accessing the Inglewood System
22 and using any other intellectual Property of City, (ii) promptly deliver to Inglewood any
23 and all intellectual Property of Inglewood provide to the Client Agency pursuant to this
24 Agreement, and (iii) promptly pay any and all fees, charges and amounts properly
25 owed by Client Agency to City, and its subcontractors, for work performed and
26 products purchased by Client Agency prior to the termination.

27 **ARTICLE 18 – WAIVER**

28 A waiver by either party of any breach of any term, covenant, or condition contained

1 herein, shall not be deemed to be a waiver of any subsequent breach of the same or
2 any other term, covenant, or condition contained herein, whether of the same or a
3 different character.

4 **Article 19 – INTEGRATED CONTRACT**

5 This Agreement represents the full and complete understanding of every kind or nature
6 whatsoever between the parties hereto, and all preliminary negotiations and
7 agreements of whatsoever kind or nature are merged herein. No verbal agreement or
8 implied covenant shall be held to vary the provisions hereof. Any modification of this
9 Agreement will be effective only by written execution signed by both Client Agency and
10 City.

11 **ARTICLE 20 – INSERTED PROVISIONS**

12 Each provision and clause required by law to be inserted into the Agreement
13 shall be deemed to be enacted herein, and the Agreement shall be read and enforced
14 as though each were included herein. If through mistake or otherwise, any such
15 provision is not inserted or is not correctly inserted, the Agreement shall be amended to
16 make such insertion on application by either party.

17 **ARTICLE 21 – MODIFICATIONS**

18 No change, amendment or modification to this agreement shall be effective unless it is
19 in writing and signed by the authorized representatives of the parties hereto.

20 **ARTICLE 22 – MISCELLANEOUS**

21 **22.1 Interpretations**

22 The parties waive any benefits from the principles of contra proferens and
23 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of
24 this agreement, or of any particular provision or provisions, and no part of this
25 agreement shall be construed against any party on the basis that the particular party is
26 the drafter of any part of this agreement.

27 **22.2 Counterparts**

28 This agreement may be executed in counterparts, and when each party hereto

1 has signed and delivered at least one such counterpart, each counterpart shall be
2 deemed an original and, when taken together with the other signed counterparts, shall
3 constitute one agreement, which shall be binding upon and effective as to all parties
4 hereto.

5 **22.3 Captions**

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

9 **22.4 Changes in Client Agency’s Municipal Code**

10 The Client Agency shall notify the City of any changes, modifications or
11 amendments to the Client Agency’s municipal code, ordinances or regulations affecting
12 parking regulations subject to this Agreement, in writing, within 15 days of the effective
13 date any such change.

14 **ARTICLE 23 – SEVERABILITY**

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

23 **ARTICLE 24 – GOVERNING LAW; VENUE**

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

1 District of California, in Los Angeles.

2 **ARTICLE 25 – ENTIRE AGREEMENT**

3 This agreement, including any exhibits attached hereto, is the entire, complete, final
4 and exclusive expression of the parties' intent, with respect to the matters addressed
5 herein and supersedes all other agreements or understandings, whether oral or written,
6 or entered into between Inglewood and Client Agency prior to the execution of this
7 agreement. In the event of any conflict between the terms, conditions and provisions of
8 this agreement and any other such agreement, document or instrument, the terms,
9 conditions and provisions of this agreement shall prevail. No statements,
10 representations or other agreements, whether oral or written, made by any party which
11 are not embodied herein shall be valid and binding unless in writing duly executed by
12 the parties or their authorized representatives.

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1 IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on
2 the day and year first above written.

3 City of Inglewood
4 A Municipal Corporation

City of Sacramento,
Municipal Corporation

5 _____

6 JAMES T. BUTTS
7 MAYOR

JERRY WAY, DIRECTOR OF PUBLIC WORKS
FOR JOHN F. SHIREY, CITY MANAGER

8
9 _____

10 YVONNE HORTON
11 CITY CLERK

SHIRLEY CONCOLINO
CITY CLERK

12
13 APPROVED AS TO FORM:
14
15 _____

APPROVED AS TO FORM:

16 CAL SAUNDERS
17 CITY ATTORNEY

DEPUTY CITY ATTORNEY

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1 EXHIBIT A

2 City of Inglewood – Parking Citation Services Price List

3 Prices Effective 01/06/2013

4	Client Agency: City of Sacramento		
5	Fees based on estimated citation volume of 150K to		Services
6	500K citations per year		Selected
7		Rates (17)	(1)
8	Citation Processing		
9	Citation Processing-City of Sacramento (2)	\$.88	YES
10	Citation Processing-Other Jurisdictions (2)	\$.88	YES
11	Customer Services		
12	Manual Citation Imaging/Data Entry	\$.25	YES
13	Postage, printing & handling - Postcard Type Notice (3)	\$.43	YES
14	Postage, printing & handling - Postcard Type Delq.		YES
15	Notice (3)	\$.43	
16	Postage, printing & handling - Letter Type Notice (3)	\$.66	NO
17	Postage, printing & handling - Letter Type Delq. Notice		NO
18	(3)	\$.66	
19	Customer Service - per citation entered (4)	\$.17	NO
20	Administrative Support - per citation entered (4)	\$.41	NO
21	Lockbox Processing - per payment processed (5)	\$.41	NO
22	Lockbox Payment Adjustment (5)	\$.41	NO
23	Payment Exception Processing (6)	\$.19	NO
24	Phone Payments - Client's Merchant Acct (7)	\$1.11	YES
25	Phone Payments - Duncan Merchant Acct (8)	\$2.80	NO
26	Phone Payments - Duncan Merchant & Bank Acct (9)	\$3.00	NO
27	Internet Payments - Client's Merchant Acct (7)	\$1.11	YES
28	Internet Payments - Duncan Merchant Acct (8)	\$2.80	NO

1	Internet Payments - Duncan Merchant & Bank Acct (9)	\$3.00	NO
2	AutoPROCESS Lockdown by IP Address	\$250.00	NO
3		per mo	
4	Obtain Registered Owner from DMV		
5	Obtain California Registration information (10)	At Cost	YES
6	Obtain Out-of-State Registration information (10)	\$.98 to \$4.50	YES
7	Collection Services (11)		
8	FTB "Limited" Collection Services	15% + \$3.50	NO
9	FTB "Full" Collection Services	33%	NO
10	Comprehensive Collection Services	33%	YES
11	Civil Filing Collection Services	45%	NO
12	Hosted Software Subscription Services	Categories	
13	a. Citation Processing System Multi-Media Integration	\$2,000 setup	Included
14	with 2 GB storage and requires AutoCITE X3 with digital	\$250/mo	
15	camera and voice recorder and hosted AutoISSUE (14)		
16	b. Hosted Website for Violator View of Citation Images	\$1,500	Included
17	with payment forms and requires multi-media service.	setup	
18	(14)	\$150/mo	
19	c. Hosted Website for Violator Online Administrative	\$2,500 setup	Included
20	Review Request including workflow processing and	\$350/mo	
21	document upload (14)		
22	d. Hosted Website for Violator Online Administrative	\$2,500 setup	Quote
23	Hearing Request including workflow processing and	\$200/mo	
24	document upload. (14)		
25	e. Correspondence Image Capture and Workflow Using	\$3,000 setup	Included
26	DocuPeak™ hosted application platform and	\$650/mo	
27	ScanBench (15)		

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f. Management Web Service Dashboard with standard 4 data fields (14)	\$1,500 setup \$200/mo	Quote
g. Multi-Media – Additional Storage Capacity 5 GB (14)	\$75/mo	Quote
h. Online Parking Permit Renewal or Purchase (14)	\$15,000 setup	Included
Other Equipment – (15)		
PC Equipment	Cost + 10%	Quote
Handheld Citation Writer - Duncan Solutions AutoCite X3	10% Discount	Quote
Parking Meters	10% Discount	Quote
Kiosk for Self Service		Quote
Automated License Plate Recognition (LPR) Equipment		Quote
Cashier Module Equipment and Customization (12)		Quote
Other Services - Scope of Work/Quote Required (16)		
Dedicated Customer Service Staff		Quote
Correspondence Administrative Review Temp Services		Quote
Onsite Technical Staff		Quote
Custom Programming (plus travel + expenses)	\$125/hr	Quote
Parking Permit Processing (13)		Quote
Auxiliary Mail Payment Processing Services		Quote
DocuPeak e-Subpoena Application		Quote
Outsource Services – Parking Enforcement		Quote
Outsource Services – Parking Meters		Quote
Outsource Services – Parking Structures		Quote
Outsource Services – Automated License Plate Recognition		Quote
Outsource Services – Boot and/or Tow		Quote

1 **NOTES**

- 2 1. Each Client Agency approves a contract with City for reimbursement of cost of
3 citation processing services based on the Client's service level and volume. Clients
4 can modify their scope of services to add or stop individual services by issuing
5 written change notice to City. Fees for services in Exhibit A include all City direct
6 cost, administrative costs to and indirect costs for providing citation management
7 services. See notes for additional details about fees and administrative charges.
- 8 2. The fee for use of the AutoPROCESS System is a transaction charge per citation
9 processed. The rate charged is dependent on the Client Agency's annual citation
10 volume. Determination of "volume" is based on a Client Agency's citations
11 processed during the prior calendar year.
- 12 3. Rates for notice printing and mailing include postage at the current prevailing rate.
13 This service fee will be adjusted to offset any increase in the standard U.S. first
14 class postage rate in the future. Client Agency will be notified of postal rate
15 changes and the impact on service fees for letter and post card notices as they
16 occur.
- 17 4. Customer service is an optional service with charges based on a fixed fee per total
18 citations processed. Two (2) levels of service are available. If Client Agency
19 selects the Customer Service level, the Client Agency shall receive the following
20 services: call center services with a toll free number for violators to call with citation
21 inquiries, interactive voice response service for inquiry on outstanding citations and
22 frequently asked questions. With Administrative Support level the Client Agency
23 shall receive all Customer Service services in addition to administrative and
24 correspondence services which include processing of all in-bound correspondence
25 from customers, online forms for customers' correspondence, scheduling of
26 administrative review and hearing requests and resolution of administrative reviews
27 when required.
- 28 5. Lockbox payment processing is an optional service with charges based on citation

1 payments processed. Funds collected will be deposited to a Client Agency's
2 designated bank account or mailed to the Client based on mutual agreement of the
3 preferred method. The Client Agency is responsible to notify City if a NSF check
4 situation occurs and they wish to reinstate the amount due, plus any NSF fee they
5 wish to impose. The Client Agency has the option to request a charge to customers
6 be added to the amount due for the citation.

7 6. Payment exception processing services relates to Lockbox payment processing
8 services with charges based on actual transactions processed. The notice letter
9 fee applies when a letter to customer is required.

10 7. The City's transaction fee for Internet and IVR payment processing includes system
11 use, telephone usage charges. Client Agency is responsible for charges for
12 merchant service fees, bank charges and credit card discount fees. Net proceeds
13 will be transferred to the Client Agency's designated bank account or paid on
14 agreed upon scheduled. Client Agency has the option to add a customer
15 convenience fee to the transactions to recover cost of this automated payment
16 services.

17 8. The City's transaction fee for Internet and IVR payment processing includes system
18 use, telephone usage charges. This fee includes charges for merchant service
19 fees, bank charges and credit card discount fees. Net proceeds will be transferred
20 to the Client Agency's designated bank account or paid on agreed upon scheduled.
21 Client Agency has the option to add a customer convenience fee to the transactions
22 to recover cost of this automated payment services.

23 9. The City's transaction fee for Internet and IVR payment processing includes system
24 use, telephone usage charges. This fee includes charges for merchant service
25 account and associated fees, bank charges and credit card discount fees. Net
26 proceeds will be transferred to the Client Agency's designated bank account minus
27 the convenience fee revenue and provide a daily transaction report. The Internet
28 payment screens and IVR scripts are modified to reflect the convenience fee is

1 assessed by the vendor, not the Client Agency.

2 10. Costs to City for obtaining in and out of state registered owner information will be
3 billed based on the actual charges incurred from provider of this information.

4 11. Three (3) levels of optional delinquent account secondary collection services are
5 available. Client Agency has the option of adopting collection fee charged to
6 customer to offset collection costs. Details on these services and rates are
7 available in Exhibit "C" of this Agreement.

8 12. The Client Agency is billed for the cost of system customization, such as building
9 cashiering interface, at the custom programming hourly rate with no additional
10 administrative fee. All customization or special one-time services must be
11 documented in writing with a work order and cost estimate prior to initiating the
12 work. All reasonable out of pocket expenses and travel expenses related to this
13 service will be reimbursed by the Client Agency upon submittal of receipts.

14 13. The AutoPROCESS includes capability to issue and track parking permits. Use of
15 this module is available at no additional cost. If the Client Agency wishes to
16 outsource the fulfillment of parking permits and processing of payments, City can
17 provide a proposal for these services, including purchasing of permit stock City
18 offers Client Agency the option to use discounts price schedule for equipment,
19 supplies and services. The equipment, supplies and services can be quoted by the
20 City contractor Professional Account Management LLC (Duncan Solutions).
21 Duncan Solutions may offer Client Agency flexible financing terms including
22 monthly lease-purchase pricing. Prices will vary bases on number of devices,
23 equipment configuration, peripherals, sales tax rate, length of agreement, shipping
24 costs, installation costs, extended warranty cost and technical support
25 requirements. A confirming purchase order needs to be issued by the Client Agency
26 to confirm terms, pricing and services.

27 14. Multi-media, hosted web services and dashboard systems require a price quote.
28 The initial cost and monthly subscription fee for hosted IT service and base

1 data/image storage quoted is based on projected volume for a Client Agency and
2 their document retention plans.

3 15. City offers Client Agency's the option to use discount price schedules for
4 equipment, supplies and professional services. The DocuPeak™ business process
5 automation platform and related professional services can be quoted by the City.
6 Pricing options may include software as a service or licensed on-premise use of
7 DocuPeak™. Prices may vary based on number of end users and data/image
8 storage requirements, complexity of application, application configuration, training
9 and on-going technical support.

10 16. City offers a number of optional services that can be provided to Client Agency to
11 supplement their staffing, work on backlog and provide revenue enhancement
12 services. These services require a scope of work and price quote.

13 17. City citation processing and service fees are subject to an annual Cost of Living
14 Adjustment (COLA) increase based on U.S. Department of Labor Consumer Price
15 Index (CPI-U) rate for Los Angeles-Riverside-Orange County CA area, with a not to
16 exceed limitation of 3.5% per year. The COLA can be applied as of July 1, 2014
17 and each July 1st thereafter.

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Exhibit B - City of Inglewood - Equipment Pricing List
Professional Account Management, a Division of Duncan Solutions, Inc
Prices Effective 01/06/2013

Description	LIST PRICE	ICMS PRICE
AutoCITE X3 Citation Issuance Devices		
X3LTI Base Handheld	\$3,500.00	\$3,150.00
X3LTCI Unit w/ Li+, MSM IR & Standard Digital Camera	\$3,950.00	\$3,555.00
X3LTDI Unit w/ Li+, MSM IR & 3-MP Digital Camera w/ Flash	\$4,100.00	\$3,690.00
X3LTDIS 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash and 1D Barcode Scanner	\$4,400.00	\$3,960.00
X3LTDIS 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash and Intermec 2D Barcode Imager	\$4,700.00	\$4,230.00
X3LTDIW Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash & Wireless	\$4,600.00	\$4,140.00
X3LTDISW 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash, 1 D Bar Code Scanner & Wireless	\$4,950.00	\$4,455.00
X3LTDISW 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash, Intermec 2D Bar Code Imager & Wireless	\$5,150.00	\$4,635.00
X3MLTI Unit w/ Li+ and Mag Stripe Reader	\$3,950.00	\$3,555.00
X3MLTDI Unit w/ Li+, Mag Stripe Reader and 3-MP Digital Camera w/ Flash	\$4,500.00	\$4,050.00
X3MLTDIS Unit w/ Li+, Mag Stripe Reader, 3-MP Digital Camera w/ Flash and Intermec 2D Bar Code Imager	\$ 5,150.00	\$4,635.00
X3MLTDISW Unit w/ Li+, Mag Stripe Reader, 3-MP Digital Camera w/ Flash, Intermec 2D Bar Code Imager and Wireless	\$ 5,700.00	\$5,130.00

1	AutoTRAX X3 Meter Maintenance Devices		
2	X3LTI Unit w/ Li+, SSM IR and MSM IR	\$3,650.00	\$3,285.00
3	AutoCITE Accessories and Supplies		
4	Envelope Holder - Small (X3 style ticket)	\$20.00	\$20.00
5	Cover Case With Belt Clip (X3 only)	\$75.00	\$75.00
6	Stylus (4 pack)	\$12.00	\$12.00
7	Mag - Card Cleaners (per cleaner)	\$5.00	\$5.00
8	Citation Stock (Minimum order is 15,200 citation package	\$.15 - \$.18	\$.15 -\$.18
9	and includes white envelopes with black ink. Price		
10	depends on lot order size)		
11	AutoCITE Charger/Multiplexers		
12	USB Charger (6 bays)	\$1,000.00	\$900.00
13	USB Charger (6 bays) Annual Maintenance	\$50.00	\$45.00
14	Single User Charger Adapter	\$ 150.00	\$150.00
15	a. Must order cigarette lighter power cord or single unit		
16	charger AC power source		
17	b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.		
18	Cigarette Lighter Power Cord (X3, Se, or older)	\$50.00	\$50.00
19	Single Unit AC Power Source (X3, S3, or older)	\$50.00	\$50.00
20	AutoCITE Maintenance		
21	X3LTI Base Handheld	\$500.00	\$450.00
22	X3LTCI Unit w/ Li+, MSM IR & Standard Digital Camera	\$500.00	\$450.00
23	X3LTDI Unit w/ Li+, MSM IR & 3-MP Digital Camera w/	\$500.00	\$450.00
24	Flash		
25	X3LTDIS 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$500.00	\$450.00
26	w/ Flash and 1D Barcode Scanner		
27	X3LTDIS 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$500.00	\$450.00
28	w/ Flash and Intermec 2D Barcode Imager		

1	X3LTDIW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
2	w/ Flash & Wireless		
3	X3LTDISW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
4	w/ Flash, 1D Bar Code Scanner & Wireless		
5	X3LTDISW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
6	w/ Flash, Intermec 2 D Bar Code Imager & Wireless		
7	X3MLTI Unit w/ Li+ and Mag Stripe Reader	\$550.00	\$495.00
8	X3MLTDI Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
9	Camera w/ Flash		
10	X3MLTDIS Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
11	Camera w/ Flash and Intermec 2D Bar Code Imager		
12	X3MLTDISW Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
13	Camera w/ Flash, 2D Bar Code Imager and Wireless		
14	AutoTRAX Maintenance		
15	X3LTI Unit w/ Li+, SSM IR and MSM IR	\$500.00	\$450.00
16	AutoISSUE Modules		
17	Parking Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
18	a. Includes Task Group Manager & Scheduler		
19	Traffic Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
20	a. Includes Task Group Manager & Scheduler		
21	Municipal Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
22	a. Includes Task Group Manager & Scheduler		
23	Network Version .NET 3 user license	\$3,000.00	\$2,700.00
24	a. \$1000 per user thereafter		
25	AutoTRAX SS 2.0 - Single-Space Meter Management	\$6,000.00	\$5,400.00
26	Module		
27	ACDI Wireless Communication - Basic	\$6,000.00	\$5,400.00
28	a. Basic communication between X3 & AI.NET only		

1	(wireless airtime not included)		
2	1D BarCode Reading (intended for Parking. Included with	Included	Included
3	required hardware)		
4	Digital Images Included with required hardware	Included	Included
5	Voice Recordings (Included with required hardware)	Included	Included
6	Abandoned Vehicles	\$6,000.00	\$5,400.00
7	Animal Violations	\$4,000.00	\$3,600.00
8	AutoCLUSTER - Wireless Enforcement Module for	\$3,000.00	\$2,700.00
9	Multispace Meters		
10	AutoCLUSTER - Wireless Enforcement Module for	\$8,000.00	\$7,200.00
11	Parkeon Multispace meters (integrated with AutoISSUE)		
12	AutoCLUSTER - Wireless Enforcement Module for Digital	\$8,000.00	\$7,200.00
13	Multispace meters (integrated with AutoISSUE)		
14	Barcode Printing 1D 128 A, B or C	\$1,000.00	\$900.00
15	Broken Meter Reporting	\$1,000.00	\$900.00
16	Code Enforcement	\$6,000.00	\$5,400.00
17	Damaged Sign Reporting	\$1,000.00	\$900.00
18	Diagrams - free form, no template	\$2,000.00	\$1,800.00
19	Field Investigation	\$4,000.00	\$3,600.00
20	GIS Reporting Module	\$6,000.00	\$5,400.00
21	GPS Tracking Module (only available on select devices	\$6,000.00	\$5,400.00
22	with GPS capability, please consult sales representative)		
23	Habitual Offender Escalation	\$8,000.00	\$7,200.00
24	IrDA Interface for Multi-Space Meters - SneakerNet	\$2,000.00	\$1,800.00
25	Meter/Location Matrix	\$1,000.00	\$900.00
26	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$2,000.00	\$1,800.00
27	Officer Activity Logging	\$1,000.00	\$900.00
28	Parking Permit Cross Reference	\$1,000.00	\$900.00

1	Public Contacts	\$4,000.00	\$3,600.00
2	Search Only Mode	\$1,000.00	\$900.00
3	Signature Capture (Officer)	\$2,000.00	\$1,800.00
4	Signature Capture (Violator)	\$2,000.00	\$1,800.00
5	Time Limit Marking	\$1,000.00	\$900.00
6	Transit Violations	\$6,000.00	\$5,400.00
7	Visitor Information	\$1,000.00	\$900.00
8	Warnings Tracking	\$2,000.00	\$1,800.00
9	Wireless Real-Time Hotsheet Look-up Module	\$2,000.00	\$1,800.00
10	Wireless Ticket upload Software Module	\$2,000.00	\$1,800.00
11	Any interface to other systems	based on quote	
12	AutoISSUE Maintenance		
13	Parking Citation Issuance (.NET version)	\$600.00	\$540.00
14	a. Includes Task Group Manager & Scheduler		
15	Traffic Citation Issuance (.NET version)	\$600.00	\$540.00
16	a. Includes Task Group Manager & Scheduler		
17	Municipal Citation Issuance (.NET version)	\$600.00	\$540.00
18	a. Includes Task Group Manager & Scheduler		
19	Network Version .NET 3 user license	\$300.00	\$270.00
20	a. \$100 per user thereafter		
21	AutoTRAX SS 2.0 - Single-Space Meter Management	\$600.00	\$540.00
22	Module		
23	ACDI Wireless Communication - Basic	\$600.00	\$540.00
24	a. Basic communication between X3 & AI.NET only		
25	(wireless airtime not included)		
26	1D Bar Code Reading (Intended for Parking. Included with	Included	Included
27	required hardware)		
28	Digital Images (Included with required hardware)	Included	Included

1	Voice Recordings (Included with required hardware)	Included	Included
2	Abandoned Vehicles	\$600.00	\$540.00
3	Animal Violations	\$400.00	\$360.00
4	AutoCLUSTER - Wireless Enforcement Module for	\$300.00	\$270.00
5	Multispace Meters		
6	AutoCLUSTER - Wireless Enforcement Module for	\$800.00	\$720.00
7	Parkeon Multispace meters (integrated with AutoISSUE)		
8	AutoCLUSTER - Wireless Enforcement Module for Digital	\$800.00	\$720.00
9	Multispace meters (integrated with AutoISSUE)		
10	Barcode Printing 1D 128 A, B or C	\$100.00	\$90.00
11	Broken Meter Reporting	\$100.00	\$90.00
12	Code Enforcement	\$600.00	\$540.00
13	Damaged Sign Reporting	\$100.00	\$90.00
14	Diagrams - free form, no template	\$200.00	\$180.00
15	Field Investigation	\$400.00	\$360.00
16	GIS Reporting Module	\$600.00	\$540.00
17	GPS Tracking Module (only available on select devices	\$600.00	\$540.00
18	with GPS capability, please consult sales representative)		
19	Habitual Offender Escalation	\$800.00	\$720.00
20	IrDA Interface for Multi-Space Meters - SneakerNet	\$200.00	\$180.00
21	Meter/Location Matrix	\$100.00	\$90.00
22	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$200.00	\$180.00
23	Officer Activity Logging	\$100.00	\$90.00
24	Parking Permit Cross Reference	\$100.00	\$90.00
25	Public Contacts	\$400.00	\$360.00
26	RFID Permit Module (currently only offered on PDS's)	\$500.00	\$450.00
27	Search Only Mode	\$100.00	\$90.00
28	Signature Capture (Officer)	\$200.00	\$180.00

1	Signature Capture (Violator)	\$200.00	\$180.00
2	Time Limit Marking	\$100.00	\$90.00
3	Transit Violations	\$600.00	\$540.00
4	Visitor Information	\$100.00	\$90.00
5	Warnings Tracking	\$200.00	\$180.00
6	Wireless Real-Time Hotsheet Look-up Module	\$200.00	\$180.00
7	Wireless Ticket Upload Software Module	\$200.00	\$180.00
8	Any interface to other systems	based on quote	
9	Multi-Space Meters		
10	Duncan Pay by Space Meters		
11	VM Meter (Steel, Standard Powder-Coat, Coin only, including mechanical locks and intelligent cashbox)	\$4,425.00	\$3,982.50
12			
13	VS Meter (Stainless Steel, Standard Powder-Coat, Coin only, including mechanical locks and intelligent cashbox)	\$5,825.00	\$5,242.50
14			
15	VS Meter (Stainless Steel, 316-grade natural finish, Coin only, including mechanical locks and intelligent cashbox)	\$6,425.00	\$5,782.50
16			
17	Pay by Space New Meter Options		
18	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
19	Hybrid Card Reader Module Fitted	\$450.00	\$405.00
20	Smart Card Interface Module Fitted	\$250.00	\$225.00
21	Anti Probe Device Fitted	\$350.00	\$315.00
22	Enforcer (flip dot) Module Fitted	\$350.00	\$315.00
23	Green Cell Battery	\$95.00	\$85.50
24	Cash Key Payment Module	\$750.00	\$675.00
25	Cash key Reload Module	\$1,000.00	\$900.00
26	Winterization Kit (Includes C-Cell battery Booster)	\$750.00	\$675.00
27	Mains Power Kit	\$690.00	\$621.00
28	Solar Panel w/built in antenna	\$550.00	\$495.00

1	Surface Mount Meter Installation kit	\$195.00	\$175.50
2	Surface Mount Installation Kit w/ Protective Skirt	\$295.00	\$265.50
3	(Steel, Powder-Coated)		
4	Surface Mount Installation Kit w/ Protective Skirt	\$355.00	\$319.50
5	(Stainless Steel, Powder-Coated)		
6	Surface Mount Installation Kit w/ Protective Skirt	\$450.00	\$405.00
7	(Stainless Steel, 316-grade natural finish)		
8	Electronic Vault Lock - Medeco Nexgen	\$250.00	\$225.00
9	Electronic Head Lock - Medeco Nexgen	\$250.00	\$225.00
10	Pay-at-Meter Software License Fee	\$2,000.00	\$1,800.00
11	Duncan Pay and Display Meter		
12	MX Meter (Stainless Steel, Standard Powder-Coat, Coin-	\$7,750.00	\$6,975.00
13	only, including integrated solar panel, rechargeable battery,		
14	top door decal, mechanical locks and keys)		
15	Pay and Display New Meter Options		
16	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
17	Card Reader Module Fitted	\$450.00	\$405.00
18	Silver Intelligent Cash Box – Standard	\$750.00	\$675.00
19	Fiber Ticket Roll	\$65.00	\$58.50
20	Poly Thermal Ticket Paper Roll	\$85.00	\$76.50
21	Installation Kit – Subterranean	\$175.00	\$157.50
22	Battery Charger	\$350.00	\$315.00
23	Decal - lower door (standard design)	\$150.00	\$135.00
24	AutoTRAX (Multi-space Meter Mgt System)		
25	AutoTRAX Wireless Parking Management includes user	\$55.00	\$55.00
26	licensing, remote access via Internet, system hosting,		
27	wireless communications costs and support via telephone		
28	and internet (per meter/per month). May vary depending on		

1	length of contract and current 3rd party service provider		
2	pricing		
3	Duncan Multi-space Miscellaneous		
4	Fascia (Rate Card) Creation (Per Rate Card)	\$20.00	\$20.00
5	Fascia (Rate Card) Design Modification Fee	\$60.00	\$60.00
6	DecoMark Space Number 5x5 block with white number and	\$35.00	\$35.00
7	black contrast (price is per digit, volume pricing is available		
8	for large custom orders)		
9	Pole mounted Space Marker - 1 sign per pole, includes	\$39.00	\$39.00
10	sign, mounting bracket and mounting hardware (pole not		
11	included)		
12	Decorative Sleeve for Pole	\$75.00	\$75.00
13	Decorative Base for Pole	\$64.45	\$64.45
14	Intelligent Cash Box Reader Station		
15		\$1,800.00	\$1,620.00
16	Technician's Infra-Red ID Key	\$300.00	\$270.00
17	Credit Card Processing Gateway (per transaction)	Volume dependent	
18	Gateway and Sensor Equipment, Configuration, Integration	Quote	
19	and Services (Must be quoted separately on a per project		
20	basis)		
21	Single-Space Meters		
22	Duncan Meter Products		
23	LIBERTY SINGLE SPACE ELECTRONIC MECHANISM W/	\$499.00	\$495.00
24	CREDIT CARD ACCEPTANCE AND WIRELESS		
25	COMMUNICATION*		
26	*Liberty Mechanisms are subject to availability, lead-times		
27	are negotiable		
28	EAGLE STANDARD, NO CASHKEY RECEPTACLE	\$160.00	\$144.00

1	EAGLE CASHKEY	\$185.00	\$166.50
2	EAGLE 2100 (WITH CARD READER)	\$195.00	\$175.50
3	EAGLE 2100 (W/O CARD READER)	\$185.00	\$166.50
4	Duncan Housing Products		
5	MODEL 76 SINGLE HOUSING COMPLETE	\$215.00	\$193.50
6	MODEL 70 VIP SINGLE HOUSING COMPLETE	\$238.00	\$214.20
7	MODEL 80 VIP SINGLE HOUSING COMPLETE	\$310.00	\$279.00
8	MODEL 90 VIP SINGLE HOUSING COMPLETE	\$240.00	\$216.00
9	MODEL 90 VIP DUPLEX HOUSING COMPLETE	\$487.00	\$438.30
10	MODEL 95 VIP SINGLE HOUSING COMPLETE	\$338.00	\$304.20
11	MODEL 95 VIP DUPLEX HOUSING COMPLETE	\$602.00	\$541.80
12	AutoTRAX (Single-space Meter Mgt System)		
13	Monthly wireless AutoTRAX Meter Management fee per	\$8.50	\$8.50
14	single space credit card meter (per meter/per month) May		
15	vary depending on length of contract and current 3rd party		
16	service provider pricing		
17	Duncan Vehicle Sensors*		
18	Duncan Si Vehicle Sensor (Pole mounted, integrated with	\$310.00	\$290.00
19	Duncan Liberty Single Space meters)		
20	Duncan Sc Vehicle Sensor (mounted to curb face)	\$350.00	\$325.00
21	Duncan Ss Vehicle Sensor (surface mounted)	\$350.00	\$325.00
22	Duncan Sr Vehicle Sensor (subterranean mounted)	\$350.00	\$325.00
23	Monthly Wireless Fee for pole mounted Si Vehicle Sensor	\$9.50	\$9.50
24	when deployed with Liberty meter (per sensor/per month)		
25	Monthly Wireless Fee for Sc, Ss and Sr Vehicle Sensors	\$9.50	\$9.50
26	(per sensor/per month) Vehicle		
27	*Sensors are subject to availability		
28	AutoPROCESS Cashiering Equipment		

1	POS Cash Register System (PC, Display Pole, Cash Drawer,	\$2,850.00	\$2,850.00
2	Credit Card Reader, Receipt Endorsement Printer)		
3	POS Cash Register System Annual Maintenance	\$780.00	\$780.00
4	Laser Printer with USB Cable	\$325.00	\$325.00
5	Cashiering Barcode Reader	\$250.00	\$250.00
6	AutoPROCESS Programming/Customization/Interfaces		
7	Labor per hour (plus travel costs and expenses)	\$125.00	\$110.00

8 **NOTES**

- 9 1. Programming/Customization/Interfaces charges will be quoted on a project
10 specific basis based on hourly rate, plus out of pocket travel and expenses.
- 11 2. Prices quoted do not include installation charges, shipping costs, project management
12 fees, configuration fees and/or specialized customization charges which will be quoted
13 on a project specific basis.
- 14 3. Prices quoted do not include any applicable taxes.
- 15 4. Sales tax rates will be quoted to point of delivery.
- 16 5. Equipment and supplies may be substituted for new releases, models and upgrades to
17 this list if price is offered at a discount equal or greater than the discount on the item it
18 is replacing.
- 19 6. Additional equipment and services not included in this price list will be quoted
20 separately on a project specific basis.
- 21 7. Professional Account Management LLC (Duncan Solutions) reserves the right to
22 modify the provided price list(s) with thirty days notice.
- 23 8. The forty-four (44) units currently in use will be upgraded to the latest motherboard
24 and modules which include the three (3) megapixel camera with flash, expanded
25 64mb memory and wireless real-time upload and lookup capabilities and software at
26 no additional cost.

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9. Payment for on-going, real-time wireless connection charges for handheld citation issuance devices is based on using Pay-by-Phone services from Verrus, Parkmobile, QP, or other approved City of Inglewood Pay-by-Phone vendor.

1 EXHIBIT C

2 City of Inglewood – Delinquent Citation Collection Services Fee Schedule

3 Prices Effective 1/06/2013

Category/Scope	Client Agency Rates
Level 1 FTB “Limited” Collection Services	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, create generic FTB notice letters, send FTB letter and file liens. The Client Agency is responsible for customer calls and payment processing.	15% of FTB collections plus \$3.50 per “plate” assigned to FTB Process
Level 2 FTB “Full” Collections Services	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead. Full service also includes customer service call center for violator calls, lockbox payment processing, handling disputes and refund and includes payment of FTB filing fees.	33 % of revenue collected
Level 3 Comprehensive Collection Services	
Collection services apply to all delinquent citations. Process starts at assignment of citation, typically 120 days unpaid. Collection services include DMV liens and FTB tax intercept filings. All filing fees are paid or reimbursed. Provides all services under Level 2 plus full skip tracing, outbound calls, and additional collection notices.	33 % of revenue collected

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1 **NOTES**

2 FTB "Limited" Service: This service will be offered to provide continuity to the existing
3 FTB process that City - PTS has supported for many years. Franchise Tax Board tax
4 intercept processing service (FTB-Limited) will not include any of the value-added
5 revenue enhancement and clerical reduction services offered in FTB Full-Service.
6 Generic Pre-Intercept letters will be used and no skip tracing takes place. All violator
7 complaints, requests for refunds and payments will be directed to the Client Agency.
8 LES will be entitled to fee of 15% of revenue collected via FTB Liens and a cost
9 recovery fee of \$3.50 per account assigned to the FTB process.

10 1. Full-Service FTB Liens: LES services include: Combine plates, obtain Social
11 Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead, customer call
12 center service for violator calls, lockbox payment processing, file liens, handle disputes
13 and refunds, and payment tracking. ICMS will distribute funds received from FTB
14 using LES collection tracking data. Client Agency receives the agreed upon fee:

- 15 a. 100% where agency has enacted an add-on fee except where an account is
16 not paid-in-full in which case the collection fee is paid from revenue received.
- 17 b. No add-on fee: The amount collected less LES' agreed upon fee.

18 2. Comprehensive Secondary Collection Services:

- 19 a. FTB Liens: For full service collection clients, the collection fee for FTB liens
20 is 33% of revenue collected.
- 21 b. DMV Holds: ICMS client agencies have the option to include DMV Liens as
22 part of the collection process scope of services. LES will pay for all DMV
23 Lien fees for Full Secondary Collection Service clients.

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