

SECOND AMENDMENT

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TURBO DATA SYSTEMS, INC.

THIS SECOND AMENDMENT to the existing Agreement, originally entered into on May 4, 1999, is made and entered into this ___ day of _____, 2006, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **TURBO DATA SYSTEMS, INC.**, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, on May 4, 1999, the parties entered into an Agreement (Resolution No. 62768) for citation processing and adjudication of County Agency issued parking citations; and

WHEREAS, the parties subsequently approved Amendment No. 1 (Resolution No. 65370) to the Agreement, extending the term three (3) years to June 30, 2005; and

WHEREAS, it is now the mutual desire and intent of the parties to make further modifications and amendments to this Agreement, extending the term one (1) year to June 30, 2006; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby amended, by reference to sections of the original Agreement and Exhibits as follows:

SECTION 1.

Section 2. of the Agreement entitled "TERM," is hereby amended to read as follows:

2. TERM. This Agreement shall be effective from June 30, 1999 to **June 30, 2006**.

SECTION 2.

Section 29. entitled "NON-DISCRIMINATION" is hereby added to the Agreement as follows:

29. NON-DISCRIMINATION.

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation,

pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
 - 1) termination of this Agreement;
 - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3) liquidated damages of \$2,500 per violation;
 - 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to

provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

SECTION 3.

Attachment A entitled "Cost Proposal Sheet" is hereby replaced with Attachment A "Compensation Rates (Effective July 1, 2005 through June 30, 2006)", attached hereto.

SECTION 4.

These amendments are hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
*A Political Sub-division of the
State of California*

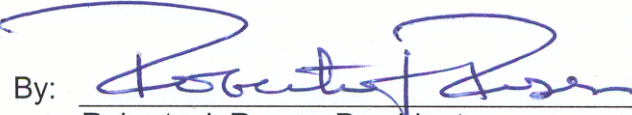
By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

TURBO DATA SYSTEMS, INC.
A California corporation

By:  _____
Roberta J. Rosen, President

Date: 3/21/06

ATTACHMENT A

COMPENSATION RATES

(Effective July 1, 2005 – June 30, 2006)

	With Performance Bond	Without Performance Bond	Office in San Mateo County	Office within 9 Bay area counties
1. Per Citation Processing Fee – Handwritten	Monthly Volume: 00000-00999 \$1.60 01000-05999 \$1.56 06000-14999 \$1.53 15000-29999 \$1.50 30000 - \$1.45	Monthly Volume: 00000-00999 \$1.60 01000-05999 \$1.56 06000-14999 \$1.53 15000-29999 \$1.50 30000 - \$1.45	No Bid (Option costly versus use of TDS existing office in San Jose with no additional charge)	Included in pricing
Optional Deposits in City's bank- per citation processing fee for banks other than Bank of America, Union Bank, Wells Fargo Bank, First National Bank and Comerica Bank	+\$0.35	+ \$0.35		
2. Per Citation Processing Fee – Electronic (within 48 hours)	Discounted Fee per elec. cite: 90-100% Elec. -\$0.08 60-89% Elec. -\$0.06 30-59% Elec. -\$0.03 less than 30% -\$0.00	Discounted Fee per elec. cite: 90-100% Elec. -\$0.08 60-89% Elec. -\$0.06 30-59% Elec. -\$0.03 less than 30% -\$0.00		
3. Out-of-State Processing and Collections	33%	33%		
4. Administration of Adjudication Process	\$3.57 per citation entering the Admin. Adj. Process	\$3.57 per citation entering the Admin. Adj. Process		
5. Independent Administrative Hearings	\$20 per hearing scheduled	\$20 per hearing scheduled		
6. Implementation Costs	Not Applicable	Not Applicable		
7. Any Other Fees or Charges				
a. Delinquent Notices	a. \$0.60	a. \$0.60		
b. Credit Card Payments--	b. Merchant fee (now 2.81 %) +3 %	b. Merchant fee (now 2.81 %) +3%		
c. Final Notices	c. \$0.60	c. \$0.60		
d. DMV Hold Letters	d. \$0.60	d. \$0.60		
e. Dial-in Access	e. \$40 per month each*	e. \$40 per month each*		
f. Performance Bond	f. See annual cost below			
8. ICS Collection Service (optional)	33%	33%		

Note: Performance bond pricing is as follows for each City desiring a performance bond:

\$21.45 per 1,000 of coverage for the 1st \$100,000
\$16.50 per 1,000 of coverage for the next \$900,000

For example, if City A wanted a \$200,000 performance bond, the cost would be \$2,145 for the first \$100,000 of coverage plus \$1,650 for the 2nd \$100,000 of coverage, totaling \$3,795.00 for the \$200,000 performance bond. Each City's contract must be submitted to the bonding company during the bonding process and each City would pay for its own bond.

*Terminal emulation software included. City to provide PC with Windows 95 or 98 or NT.

Updated March 2005