
AGREEMENT

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

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County" or "Agency," and TURBO DATA SYSTEMS, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of citation processing and adjudication of County Agency issued parking citations.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services
Exhibit B - Payments and rates
Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." It is acknowledged that it is impossible to specify the County of San Mateo's maximum fiscal obligation under this Agreement, as the obligation depends on the number of citations that are issued. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2006** through **JUNE 30, 2011**.

Upon the expiration of this Agreement, County shall have the option, in its sole and absolute discretion, to extend the term of this Agreement for an additional three (3) years on the terms and conditions contained herein, except that Contractor may propose an increase of six (6) percent or less to the compensation amounts in Exhibit "B". County will notify Contractor in writing at the address listed in the Notices section (Section 16) of this Agreement of its intention to extend this Agreement at least one hundred-twenty (120) days prior to the expiration of this Agreement.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| 1) Comprehensive General Liability..... | \$1,000,000 |
| 2) Motor Vehicle Liability Insurance..... | \$1,000,000 |
| 3) Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- 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:
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) 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.

12. 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.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. CONTROLLING LAW

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Roberta J. Rosen President
Turbo Data Systems, Inc.
18302 Irvine Boulevard, Suite 200
Tustin, California 92780-3464

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.

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

EXHIBIT A SERVICES

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

In consideration of the payments set forth in Exhibit B, Contractor shall provide citation processing and adjudication of County Agency issued parking citations as described below.

1. **DATA ENTRY FROM HANDWRITTEN CITATIONS.**

- A. Handwritten citations are forwarded to Contractor by County with a batch slip for tracking purposes. The batch slip includes the date, name of the person preparing the slip, and the citation count. All handwritten citations are entered into the database within 48 hours of receipt.
- B. Citations not processed due to incorrect or missing information are returned to the County for clarification.
- C. Transactions are entered online with tight controls to prevent errors.
- D. The handwritten citation entry process updates the database with all pertinent data. The database includes the following:
 - Citation Number
 - Issue Date & Time
 - Issue Day
 - Meter Number
 - Permit Number
 - Issuing Officer Badge Number
 - Violation Code
 - Vehicle License Number
 - Reminder Notice Date
 - Additional Notice Dates
 - DMV Hold Date
 - DMV Hold Status (Placed, Released, Etc.)
 - Associated Penalties
 - Date Citation Entered System
 - Operator Initials
 - Citation Batch Number
 - Citation Comment Lines
 - Vehicle License State & Type
 - Registration Expiration Date on citation
 - Citation Vehicle Make
 - DMV Vehicle Make
 - Vehicle Color
 - Vehicle Identification Number
 - Violation Location
 - Citation Fine Amount
 - Delinquent Date

Registered Owner Information:

- Registered Owner Name and Address

- Registration Expiration Date from DMV
- Date Name Entered System
- Operator Initials
- Old Name Retention from Changes due to Sold/Rented/Leased Vehicles

Payment Posting Information:

- Citation Number
- Disposition Code
- Payment or Dismissal Date
- Date Entered
- Amount Received
- Operators Initials

- E. Entry of disposition and other non-citation information is also a critical step in the processing cycle. Citations that have been dismissed by Agency staff are updated to reflect the reduction or cancellation action that has been taken. Also, suspensions and extensions are recorded when requested in writing by the Agency. Dismissals, suspensions and extensions are processes that can be performed either by Agency staff or by Contractor.
- F. Contractor files all hard copy citations and can provide the document upon request by the Agency. Original handwritten citation documents will be stored for two (2) years and then shredded.

2. **AUTOMATED TICKET WRITERS.**

(As an optional future endeavor, County, at its sole discretion may decide to switch to automated ticket writers for citations issued by the County, in which Contractor will provide the following services.)

- A. Contractor will provide the necessary software to communicate with Contractor's systems to transfer citation data from the County's automated ticket writers. This software enables the County to upload citation information and download scofflaw files from Contractor's computer system to their local handheld PC. The system allows data transfers as well as inquiry ability into Contractor's system.
- B. As citation files are transferred, Contractor's system immediately loads the data into the submitting agency's database. This allows timely access to citation information for the County, the public and Contractor's staff.
- C. Errors detected from automated citation entries (discrepancies in violation amounts, violation codes, lack of required information, etc.) are reviewed and corrected. Duplicate citation numbers are not entered into the system, but reported for investigation. When necessary, error reports are forwarded to County for investigation.
- D. Contractor's staff then processes citation corrections made by the Agency to correct dates, violation codes and fine amounts.
- E. Contractor will work directly with County to coordinate and implement changes regarding handheld unit equipment.
- F. A file containing the most current habitual offender (scofflaw) list is generated daily for downloading into the client's PC. The criteria making a vehicle eligible can be changed as some agencies are more lenient, allowing vehicles to obtain more than five delinquent citations before booting/towing as stated in the California Vehicle Code. Taking advantage of the multi-city contract, Contractor can provide a combined scofflaw list.
- G. Registered Owner Name Retrieval.
- H. Contractor has a direct interface with the California Department of Motor Vehicles (DMV) for the retrieval of registered owners' names and addresses for California vehicles. Registered Owner information is retrieved on a daily basis for every open citation.

- I. Requests for registered owners are submitted to the DMV using the citation issue date. Multiple citations issued under one plate or VIN may have different registered owners depending on the issue date of the citation. Most registered owner information is retrieved within 48 hours of a citation being entered.
- J. The vehicle make on file with DMV is obtained and compared with the make from the original citation. Discrepancies will be reported and investigated to ensure the license has been entered correctly. Upon correction the citation is once again eligible for DMV name retrieval through Contractor's automated system.
- K. When a name and address is not available from the DMV on the first inquiry, multiple attempts will be made until Contractor successfully obtains an R/O or at a minimum nine (9) attempts.
- L. Any "no hits" received from the DMV's will be reported and vehicle licenses will be reviewed for accuracy.
- M. Corrections will be made when necessary and the DMV name retrieval process continues. This process has been successful in ensuring accuracy and increasing both Contractor's DMV Hit Rate and Contractor's collection rate.
- N. Updates will be conducted on citations when a change of ownership or notification of a rental, with bona fide proof is received. All prior name information is kept on the system for historical reference. Once these updates are made, another notice is mailed to the responsible party with the next notice run.

3. OUT-OF-STATE REGISTERED OWNER NAME RETRIEVAL.

- A. A Registered Owner inquiry is generated for citations issued to vehicles registered outside California.
- B. Contractor currently has agreements to retrieve registered owner information from all 50 DMV's in the United States, Washington DC, and Canadian Provinces allowing retrieval of registered owner information.
- C. All out-of-state activities (generation of inquiries, sending inquiries, update of citation records), are functions of the out-of-state process and are at no additional cost to the County.

4. DMV REGISTRATION HOLDS/RELEASES.

- A. DMV registration holds are placed for delinquent citations in accordance with standards set by the County, the California Vehicle Code and any other applicable laws.
- B. Release of registration holds are sent to the DMV within 24 hours of a citation being closed.
- C. Contractor has the ability to inquire/update DMV records on demand based on a request by the County. This eliminates the need for issuing abstracts on closed citations.
- D. DMV is notified to modify (but not release) citations already on DMV hold when a partial payment is received.
- E. DMV Status Reports are published monthly for citations placed/released from DMV hold. A report of payments made at the DMV is provided to the County for reconciliation.

5. PAYMENT PROCESSING.

- A. Mail is picked up each weekday from a Post Office Box located in Redwood City and provided by Contractor.
- B. Payments are processed immediately.
- C. Daily pick up of mail is imperative to ensure timely processing. Daily mail processing ensures a reduced number of crossover payments and a reduced number of phone calls from the public. With the online, real-time nature of Contractor's IVR and Web systems, it is very important for the

public to receive the most up to date information (i.e. payments posted, adjudication information updated, dismissals posted, etc.).

- D. Audit controls are in place to ensure accountability of all transactions and monies for payment processing, from initial receipt through final resolution and filing.
- E. Payments are sorted by postmark date and processed each day. Payments are deposited into the County's bank account usually within one business day of receipt and are guaranteed within 48 hours.
- F. To reduce the number of refunds required to be processed by the County's finance department, Contractor does not accept duplicate payments or payments attempting to be made toward accounts which are already closed.
- G. Contractor's staff does all payment processing in-house.
- H. There are three verification processes to ensure accuracy for all payment activities.
 - 1. Citation numbers are written on each payment processed and the amount of the check is written on the citation. This is considered the first verification in the payment process.
 - 2. To ensure accuracy, all payments are entered with the citation number and license plate associated with the record, to eliminate transposed citation numbers and misapplied payments. Contractor's Data Entry staff is provided with a printout containing relevant information about the payments entered (the Data Entry operator's number, the Collection Representative's number, date paid, date entered, citation count, a unique batch number for easy retrieval and the total amount for the batch). As the second verification in the payment process, the printout is attached to the batch upon balancing. The entire batch is then sent to Contractor's specially trained banking staff for final processing.
 - 3. The banking staff conducts the third and final verification for balancing prior to depositing funds. The total of the deposit must match the data entry printout before proceeding.
- I. All pay documents are stored in an easily retrievable format by Contractor and are stored as required by County.
- J. A daily report of all citations paid, along with a copy of the deposit slip, is sent to County designated personnel and is also available online. A duplicate copy of this report and deposit slip is stored by Contractor.
- K. Unmatched Payments: Contractor's system has the ability to accept payments for citations that are not yet in the system. Basic information regarding the citation is updated to the database with the payment. Upon receipt of the original citation, the basic information entered with the payment is compared for accuracy and all other data fields are updated.
- L. Partial Payments and Returned Checks: A second notice is mailed for bounced checks (adding a returned check charge to the system that is established by the County), and for the balance due on partial payments. If no payment is received on these second notices, the system continues processing the citation through the penalty phase and additional notification.
- M. Payment Tracking for Approved Payment Plans: Contractor's system has the capability to accept suspensions or due date extensions for payment plans approved by County. These entries can be entered by County or by Contractor upon request.
- N. Payments by Credit Card (Visa and MasterCard): Payments by Visa and MasterCard are accepted 24x7 by telephone and Internet. Both systems secure immediate authorization from the processor, with immediate updates to County's database in real time.
- O. POS Cashiering System: Contractor has an online cashiering system that can be utilized at a County location for processing payments, due date extensions, dismissals, voids, notes and towed vehicle information. Using the Cashiering System provides a convenience to County staff as well as the public allowing information to be updated online in real time. Entries made using the Contractor Cashiering System take less time than manually logging the information and

forwarding it to the processing vendor to update. The minimal hardware required for this system consists of a PC with an Internet connection. A receipt printer and a cash drawer for use with this system are optional.

1. Totals of all payments updated to the system at the Agency's location can be printed by shift or day for balancing and reconciliation.

6. CORRESPONDENCE PROCESSING.

- A. All mail received at Contractor is sorted by category (payments, correspondence, etc.). Correspondence related to citations is opened and forwarded immediately to the appropriate department for further investigation by staff experienced in identifying and separating contesting information from complaints. All correspondence is processed within two business days of receipt.
- B. Envelopes for all correspondence are stamped with the date received and kept with the source documents to validate the posting dates used for processing.
- C. Upon receiving unidentifiable payments or incomplete information from a citizen, Contractor's staff requests additional information or documentation when necessary. All correspondence mailed to citizens on behalf of County is automatically laser printed by the system and documented in the system for future reference.
- D. All correspondence to the public provides complete citation information, amount due, and instructions regarding how to make a payment. A bar-coded, pre-addressed stub is included for payment and documentation return.
- E. Public Communication (Correspondence Letter): Contractor's staff communicates with the public via mailed correspondence when necessary for clarification or additional information.
- F. Client Parking Information Portal - Contractor will provide County with a dedicated web site accessible to authorized personnel. This site provides access to parking related information and resources available 24x7. Some of the information includes:
 - Access to **REPORTNet**
 - Statistical information for various parking metrics, measures and comparisons
 - Access to **ticketPRO** management functions
 - Turbo Data contact information
 - Agency specific information such as violation schedule and officer roster
 - Industry specific links such as California Vehicle Code, DMV and Parking Associations

7. REPORTING.

- A. Contractor currently provides County with a wide variety of electronic reports.
- B. Reports can be created on an as needed basis upon request at no additional cost to the Agency.
- C. Frequency of reports generated can be on a one time only basis, monthly, weekly or as County desires.
- D. **REPORTNet**: All of Contractor's reports are available to County online through **REPORTNet**. Using the Internet authorized County staff is provided with a unique logon and password. These reports are provided in PDF format and can be viewed and printed by County's authorized staff. Reports can be viewed online 24x7 and will remain online for a minimum of three (3) years.

8. TOLL-FREE TELEPHONE SERVICE.

- A. Contractor provides a toll-free telephone number for the public to inquire on parking citations 24x7.

- B. **Interactive Voice Response System:** Contractor's Interactive Voice Response system (IVR) provides real-time, detailed citation information directly linked to the Agency's database. Each caller has the option of hearing the information in English or Spanish. The IVR allows parking citation recipients 24x7 access (with maintenance occurring between 12:00 midnight and 1:00 a.m.). The public can inquire by citation number or license plate number and obtain the issue date, citation number, delinquent date and amount due on all open citations. The system confirms closed status on all closed citations as well as the unique ability to relay contesting status on citations in the Adjudication process when utilizing Contractor's adjudication service.
- C. Pre-recorded, County specific information includes the address for mailing a payment, making a payment over the Internet, instructions for contesting a citation and instructions for correcting equipment violations.
- D. Options for reaching a Customer Service Representative are also available through this system.

9. CUSTOMER SERVICE REPRESENTATIVES.

- A. Customer Service Representatives (CSRs) are available during Contractor's normal business hours (9:00 am – 4:00 pm). Contractor employs and trains staff with the ability to respond to calls received in English and Spanish.
- B. Contractor provides in-house training to all of Contractor's Customer Service staff allowing them to provide general information on each agency's policies and procedures with the ability to research information and respond accordingly. In addition the staff is also trained to handle complaints professionally and provide information on all levels of the administrative adjudication process.
- C. Contractor has the ability to enter "Notes" on a particular citation or license plate as calls are taken in instances where specific information will be helpful for future reference. All "Notes" entered can be viewed and/or printed by County and Contractor's staff.
- D. Supervisors within the Customer Service Department have the ability to monitor all calls received.

10. CREDIT CARD PAYMENTS.

- A. Contractor's IVR accepts payments by VISA and MasterCard 24x7 with immediate authorization. This option gives citizens the ability to pay their parking fines by credit card quickly and conveniently by calling Contractor's toll-free number.
- B. The IVR is capable of applying a service fee to the citation payment to cover the cost of credit card processing, thereby eliminating any credit card fees for the Agency.
- C. As an alternative to cover the cost for this service, County can choose to absorb the associated administrative and merchant fees; thereby allowing the public to pay by credit at no additional charge. These options allow County to provide the convenience of 24x7 credit card payment processing for citizens who choose to use it.
- D. Accepted credit card payments automatically update the citation database immediately so Agency staff with on-line inquiry access can see that a payment has been applied (ideal for towed/booted vehicles).
- E. A unique merchant account will be established for San Mateo County Cities and Agencies to ensure proper separation of funds. Funds collected via MasterCard and Visa are reconciled and deposited daily into Contractor's maintained bank account. At the end of each month, Contractor reconciles the Agency's collections. A check is deposited into the Agency's bank account and a report is sent to the Agency.

11. CUSTOM NOTICES.

- A. Contractor's professionally printed notices are printed in color and were designed for ease of reading and providing important information to the public, as well as containing all information required by the California Vehicle Code. Contractor's notices meet all current requirements for

size, proportion and weight as defined by the USPS. All notices, letters, and postage are provided by Contractor and mailed using first-class mail on a weekly basis. All mailings are imprinted whenever possible with the post net barcode and FIM markings as requested by the USPS.

- B. Using the Postal Service National Change of Address (NCOA) database allows Contractor to ensure the most rapid and accurate delivery of notices. This feature allows the new address of respondents that have moved (and filed a notice with the USPS) to be directly printed on the notice form as it is mailed, to eliminate the time delay normally encountered by the mail piece going to the old address, getting a forwarding sticker, and then going to the new address.
- C. Mail returned by the Post Office as undelivered is tracked and identified as returned mail on the inquiry screen.
- D. All notices contain information required by the California Vehicle Code.
- E. A unique feature of Contractor's system is the ability to modify the notice text that is printed on the form. This allows the Agency the flexibility of changing the text should policies or procedures change.
- F. Drive-Away Notices: Contractor's system automatically generates a "Drive Away" notice when necessary. This notice is required by law to be mailed within 15 days after a violator "drives away" during citation issuance. Drive-Away Notices do not trigger any dates on the system and do not conflict with any current citation activity.
- G. Parking Violation Reminder Notice: A pre-approved Parking Violation Reminder Notice is mailed at a time frame agreed to by the Agency. Notice form information:
 - Issuing Agency & Description
 - Phone Number for Inquiries/Questions
 - Registered Owner Name & Address
 - Vehicle State & License Plate Number
 - Vehicle Registration Expiration Date
 - Vehicle Make/Color/Last 4 VIN
 - Citation Number, Issue Date & Time
 - Violation Location
 - Notice Mailing Date
 - Violation Description
 - Due Date
 - Instructions to Clear/Contest Citation
 - Amount Due Before Due Date
 - Amount Due After Due Date
 - Consequences of Late Payment
 - Consequences of No Payment (DMV Hold)
 - Scofflaw/Repeat Offender Repercussions
 - Payment Mailing Address
 - Non-Postpaid Return Envelope
 - Payee Name
 - Inquiry/Payment Website Address
- H. Vehicle Change of Ownership: Daily updates are conducted on citations when a change of ownership or notification of a rental, with bona fide proof is received. All prior name information is kept on the system for historical reference. Once these updates are made, another notice is mailed with the next notice run.
- I. Partial Payments and Returned Checks: A second notice is mailed for bounced checks (adding a returned check charge established by the Agency), and for the balance due on partial payments.

If no payment is received on these second notices, the system continues processing the citation through the penalty phase and additional notification.

- J. Specific Noticing by Agency: Each of the issuing agencies within the County will have the ability to customize their notice text to provide the public with specific information by agency. In addition, the name of the issuing agency will appear on notices mailed for that agency.
- K. Final Notice: Final notices are generated for citations remaining outstanding thirty (30) days from the mailing date of the Reminder Notice. The Final Notice informs the responsible party that the full amount indicated is due to avoid the withholding of the vehicle registration and further collection action.
- L. DMV Hold Letter: DMV Hold Letters are sent to registered owners that have been on DMV hold for over 18 months. This letter is sent as a final attempt to collect the fines due. Also included with these letters are any other outstanding citations issued to the specific license plate.

12. ONLINE INQUIRY ACCESS.

- A. Inquiry access is available using a PC and a secure Internet Connection 24x7. Real-time access offers County the most current database information. All transactions such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information and all other citation data are immediately displayed and can be printed if desired. County can have access to all of the San Mateo County Cities databases if desired.
- B. Contractor's system allows retrieval of information by citation number, license number, VIN number or full or partial name. This unique "full or partial name" feature allows the end user to inquire on a partial name which provides wider search criteria and more possibilities of locating the correct registered owner.
- C. Contractor's citation screens contain all pertinent information on each citation, all relevant dates, fines, penalties, registered owner (or contestor) names and addresses, and notification information. Individual citation, history and license plate screens indicate other open or closed citations. Open citations qualifying the vehicle to be towed or booted are indicated. The current registered owner name and address is displayed and can be printed. VIN's can be inquired upon, displayed and printed.
- D. Detailed payment history is available on the History Screen. It contains detailed administrative adjudication information such as the current status of the appeal, letter dates, hearing dates, etc.
- E. County staff and Contractor's staff can enter, view and/or print "Notes" by a citation or license plate.
- F. County's staff can easily inquire on and update citation information using a single interface. Dismissals, administrative holds, payments, extensions and fine reductions can be completed by authorized staff. All access is granted by specific logon and password. For audit tracking, each transaction includes the ID of the person entering the transaction.
- G. All dismissals, administrative holds and payments can be entered using a prior received date. Partial payments and write-off's can be entered through this system as well.
- H. County will have access to Financial Payment Totals. This allows authorized County staff to view deposits made by Contractor each business day for reconciliation purposes.
- I. Contractor provides access to Handheld Ticket Counts to authorized County staff to view citation files sent to Contractor for uploading. This reconciliation process allows the County to compare citations sent to citations received and loaded into the County's database each day.

13. INTERNET CAPABILITY FOR THE PUBLIC (pticket.com).

- A. Contractor has a fully interactive web-based system which provides the public with online inquiry and payment access to parking citation information. Information provided to the public includes:

- Detailed citation information
 - Adjudication information
 - Contesting information
 - Ability to pay single or multiple citations
- B. Citizens accessing the www.pticket.com/ "agencyname" site will find only specific information related to San Mateo County Cities and agencies. Data security is provided using industry standard 128-bit SSL encryption.
- C. pticket.com notifies customers of the data security and privacy policies before accepting a payment. Customers are given the opportunity to read, and agree or not agree to the policies. If they agree, payment procedures will continue, if not, the transaction will be cancelled and alternative payment methods will be displayed. If a transaction is cancelled in this manner, none of the customer's personal data will be stored.
- D. There is no charge to County or the public for the public inquiry portions of pticket.com. However, fees do apply for the processing of payments through this website.
- E. Visa and MasterCard Payments: The pticket.com website accepts parking citation payments by Visa and MasterCard over the Internet and interacts directly with the Agency's database for Realtime update. pticket.com is capable of applying a service fee to the citation payment to cover the cost of credit card processing, thereby eliminating any credit card fees for the Agency. As an alternative to cover the cost for this service, County can choose to absorb the associated administrative and merchant fees; thereby allowing the public to pay by credit at no additional charge. These options allows County to provide the convenience of 24x7 credit card payment processing for citizens who choose to use it.
- F. General parking citation information is also provided by choosing a link on the More Information section. This information is pre-approved by the Agency and can be viewed without entering a citation or license plate number.
- G. The citation number, license number, issue date, due date (if applicable), status of the citation(s), amount due for each citation and the total amount due for the license plate are displayed.
- H. Administrative Adjudication information is displayed on appealed citations at all levels (Administrative Review, Hearing and Civil Appeal).
- I. This system also provides all necessary information on how to contest, mailing address and a phone number should the person need additional assistance.
- J. pticket.com uses standard web forms to collect required data used for credit card transactions.
- K. Upon approval of payment, a confirmation email is sent when an email address is provided.
- L. Through the pticket.com website, Contractor provides an online appeals process for citations contested at the first level. All that is required of the Agency is a dedicated email address to which the appeals will be forwarded. A confirmation of a submitted appeal is emailed to the citizen. A "Note" indicating the date and time of the transaction is added to the Agency's database upon receipt of an electronic appeal.
- M. There is no charge to the Agency or the public for the public inquiry portions of this service.

14. SUPPORT.

- A. Staff Support: Contractor provides in-house staff for all aspects of processing parking citations for the San Mateo County Cities and Agencies during normal business hours. User manuals for the citation system are provided during training sessions and clearly identify all steps required to access and use the system information. Additional training is provided to the Agency as requested throughout the term of the contract.
- B. Technical Support: Turbo Data Systems, Inc. provides Agency staff with telephone support between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, except Contractor's

holidays. Our staff follows up on client requests to ensure an effective solution is provided in a timely manner. Support via email is also available during these hours.

15. INTERNET, SECURITY AND DATA BACKUP.

- A. Internet & Security: Contractor's network and security infrastructure provides secure and redundant access to all of Contractor's systems including agency access to the Citation System, **REPORTNet** and pticket.com. The redundancy is based on dual internet links and dual firewall equipment that support automatic failover. Contractor takes every measure and every precaution to ensure that the data is managed and properly protected. We incorporate the highest industry standards security with a 128-bit SSL data encryption.
- B. Contractor has a strict internal policy regarding the security of information. Access to information is confined to a select few individuals strictly on a need to know basis. Administrative staff has access for the purpose of verifying daily settlement and balancing. Our technology department is provided access to systems on an as needed basis to service the hardware and software and to support Contractor's on-going operations.
- C. All access to Contractor's systems require at a minimum a unique username and password combination. This access is governed by rules associated with each user's access level within the applications. By policy, usernames and passwords cannot be written down, nor stored in a computer anywhere, and as an added measure all passwords are regularly updated.
- D. Data Backup: System backups occur daily. Contractor's backup tapes are sent from Contractor's Corporate headquarters to an off-site facility in southern California and a duplicate is sent to Contractor's northern California facility in San Jose.

16. SCOFFLAW REPORT.

- A. The scofflaw file is generated each day. The file contains the most current habitual offender list. The criteria making a vehicle eligible are flexible and can be changed. Some agencies are more lenient, allowing vehicles to obtain more than five delinquent citations before booting/towing as dictated by the California Vehicle Code.
- B. Taking advantage of the multi-city contract, Contractor can provide a combined scofflaw list.
- C. Contractor also provides the Agencies with a report containing detailed vehicle and location information, which includes all license plates that have accumulated five or more delinquent parking violations.

17. AUDIT.

Upon request from the San Mateo County Cities, Contractor will hire an auditor to comply with California Vehicle Code Section 40200.3(b). Contractor has provided these audit services for clients in the past and Contractor's processes and procedures have met the test of the auditors each and every time. Contractor will obtain a quote for the audit and submit it for approval of the San Mateo County Cities in advance of the start of any work.

18. COUNTY MEETINGS.

Contractor agrees to attend County meetings as necessary and as requested by the County.

19. FRANCHISE TAX BOARD INTERAGENCY OFFSET PROGRAM.

Although Contractor did not offer this service at the time this agreement was executed, Contractor has plans to implement it prior to 2006's submission deadline for the 2007 FTB year (no later than August 2006). The process will work as follows:

- A. Contractor will assist each Agency in filing the proper forms with the FTB to get started. Mid August is the timeline to send in the initial paperwork to the FTB to get started. Citations not otherwise collectible will be targeted for the FTB Program. Name and address information will be processed through a 3rd party provider to retrieve Social Security Numbers.

- B. All citation amounts due for each social security number will be combined. There is a \$10 minimum for submission. Those with valid Social Security Numbers will be mailed a letter indicating that your agency plans to submit their names to FTB for an intercept of any tax refunds or lottery winnings to pay their liabilities.
- C. A file of names, social security numbers, and amounts due will be forwarded to the FTB. FTB sends your agency a weekly detail report showing the intercepts that occurred that week. This information must be reported to Contractor immediately so we can clear the database of outstanding account.
- D. Every month, the State Controller's Office sends a warrant to city and county agencies for the intercepts that occurred the previous month. Contractor will notify FTB if there is a change in the case balance due to actions other than an FTB intercept. Your agency is responsible for issuing a refund to the debtor if FTB intercepts an amount that is more than the liability or intercepts money after the liability has been paid.
- E. Each year, the FTB database for collections is cleared out in December, and new information will be submitted as outlined above.
- F. The fees for this service are yet to be determined, and will most likely be based on a flat fee for the service rather than a percentage of the amount collected. The fixed fees will be for the retrieval of the SSN, the letter to be mailed to the violator and FTB adds and updates. County will pay the FTB directly for their collection service (historically \$0.14 per account placed, determined each year by the FTB).

20. ADMINISTRATIVE REVIEW & HEARING TRACKING SYSTEM.

- A. Automated Processing of Administrative Review Requests - Contractor has provided Administrative Appeal/Review & Hearing Tracking Services to Contractor's clients since 1993 and the inception of California Vehicle Code 40215, which governs the processes for appealing parking citations.
- B. Contractor's Administrative Appeals process was designed to save agencies a significant amount of time, relieving the client's staff of the day-to-day clerical tasks associated with the process. Contractor's Administrative Appeals processing tracks relevant dates, automatically interfaces/updates the citation system, provides adjudication status on Contractor's IVR (automated telephone system) and pticket.com (public website) and mails all notifications. Contractor coordinates with the Hearing Officer, schedule hearings and mail hearing notifications.
- C. Benefits of Using Contractor's Adjudication Service:
 - Automatically tracks each citation through the adjudication process.
 - Dispositions (liable, not liable, liable for a reduced amount, etc.) are entered and updated.
 - Automatically posts refunds to the citation database on dismissed citations that are already paid and generates a request for refund which is forwarded to the agency.
 - Automatically tracks due dates for contesting as described in CVC 40215 by interacting with the citation database and the specific citation data.
 - Interacts with other automated systems - IVR and citizen Website - pticket.com.
 - Provides specific status on IVR and pticket.com on contested citations.
 - Automated hearing scheduling.
 - Contractor's staff works directly with you and your hearing officer when scheduling in-person hearings.
 - Automated letter mailings which include – decisions (liable/not liable) at 1st and 2nd level and also hearing notification letters which provide specific date, time, location and directions to the hearing.
 - Contractor stores and retrieves all paperwork.
 - Contractor tracks all 1st level and 2nd level appeals to ensure timely decisions.

- D. Using this service has proven successful by having contested information easily tracked right in the parking citation database. All adjudication activities are tracked by the system and therefore are available to the public 24x7 online and by telephone.
- E. The system tracks information pertaining to each citation contested through the administrative adjudication process and allows for updates as each citation progresses through the steps for contesting. The Administrative Review and Hearing Tracking System is fully integrated with the parking citation database and has complete inquiry capabilities.
- F. All Administrative Review requests are entered in to the system within two (2) business days from the date of receipt.
- G. Upon being placed on hold, all contested citations are forwarded to the appropriate Agency for determination with a disposition form.
- H. For each level of the Administrative Adjudication process, once a citation has been upheld or dismissed, the system automatically generates a result letter containing information relating to the decision.
- I. If a citation is dismissed and an amount has been paid, a refund request is forwarded to the appropriate Agency to be mailed with the result letter.
- J. All documentation associated with the Administrative Adjudication process is filed and stored for two (2) years and then shredded.
- K. Reporting: Reporting for the Administrative Review portion of the system includes a monthly report of Outstanding Administrative Reviews and the Administrative Adjudication Services report which provides a summary of the adjudication activities for the month.
- L. Administrative Hearing Scheduling Services.
 - 1. Payment of the citation fine is required at the time of hearing entry. In the case of indigence, the system allows an override to accept the hearing request without payment of the fine.
 - 2. Contractor schedules in-person hearings based on Agency specific dates and times within the 90 day state requirement.
 - 3. In-person hearing requests receive a hearing date notification letter with detailed instructions for the scheduled hearing. Contractor allows for one reschedule should it be requested of the citizen. A new hearing date notification letter is mailed with the new date and time once the hearing is rescheduled.
 - 4. The hearing examiner receives a packet containing all documentation required for each hearing.
 - 5. The hearing examiner records the decision of each hearing which is returned to Contractor to update the database.
 - 6. Hearing schedules are available online for Agency viewing.
 - 7. Reporting for the Administrative Hearing portion of the system includes a monthly report of Outstanding Hearing Requests.
- M. Hearing Officer Services - Contractor's staff coordinates with an independent Hearing Officer (provided by Contractor) regarding the dates and times for hearings to be scheduled. Contractor's staff ensures that both the Hearing Officer and a room at the hearing location designated and maintained by the San Mateo County Cities are available three (3) weeks in advance of scheduling hearings. Contractor mails all Hearing Notification Letters to the citizens making them aware of when and where to appear. All Hearing Officers contracted by Contractor have met the requirements for Hearing Officers as outlined in the California Vehicle Code Section 40215.

21. FILE STORAGE.

All County's files and documentation will be stored for two (2) years, and then shredded.

22. TRAINING AND SUPPORT.

- A. Contractor provides complete and thorough training for all designated County staff having access to the system. Training consists of proper use and understanding of the software and Contractor processing procedures to assure quality service.
- B. All documentation, manuals or forms required to successfully use Contractor's system are provided to all authorized users of the system.

EXHIBIT B

PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONTRACTOR

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. FEE SCHEDULE.

| | | |
|--|------------------------|--------------------------|
| Per Citation/Processing Fee - Electronic (entered within 48 hours) | | \$1.28 |
| Per Citation/Processing Fee - Electronic (entered after 48 hours) | | \$1.40 |
| Per Citation/Processing Fee - Hand Written | | \$1.40 |
| Out of State Processing: | | |
| Paid Off Windshield Notice | | No additional charge |
| Additional Processing Required | % of collections | 25% |
| Administrative Adjudication Processing - | | |
| price per citation entering the process | | \$3.60 |
| Administrative Hearings | | \$20 |
| Reminder Notices | per notice mailed | \$0.62 |
| Final Notices, DMV Hold Letters, and Other Mailings | | \$0.62 |
| Credit Card by Phone and Internet | Cost to City | no charge |
| Credit Card by Phone and Internet | Cost to Public | \$3 |
| Online System Access - City Personnel | 1st workstation | no charge |
| Per month for additional stations | | \$40 |
| Online System Access - Public | | no charge |
| Parking Information Portal and Online Reporting Access | | no charge |
| Other Fees: | | |
| Advanced Collections | | 25% of collected revenue |
| Interagency Offset Program (through FTB): | | |
| | Charge for Notice | to be determined |
| | Social Security Lookup | to be determined |
| | Collected Revenue | to be determined |

If postal rates change during the term of the Agreement, the compensation to Contractor shall be adjusted effective the same day as the postal rate increase by the same amount as the change in postage. This will affect the per notice prices of all services as well as the Administrative Adjudication Pricing. The formula for determining the amount to be added to the charge for each citation entering the Administrative Adjudication Process shall be:

Number of letters sent in the Adjudication Process
for the previous three months

----- X Change in Postal Rate

Number of individual citations for which
those letters were sent, i.e., volume of appeals

Should County require a performance bond, Contractor will prepay such cost and County will reimburse Contractor within 15 days upon proof of coverage and payment by Contractor.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."