
AMENDMENT ONE

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

THIS FIRST AMENDMENT to the existing Agreement, originally entered into on September 12, 2006, is made and entered into this ___ day of _____, 2011, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **TURBO DATA SYSTEMS, INC.**, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, on September 12, 2006, the parties entered into an Agreement (Resolution No. 068290) for provision of citation processing and adjudication of County agency issued parking citations, for a term commencing July 1, 2006 through June 30, 2011; and

WHEREAS, the Agreement contained the option, at County's sole and absolute discretion, to extend the term for an additional three (3) years; and

WHEREAS, it is now the mutual desire and intent of the parties to make modifications and amendments to this Agreement, extending the term three (3) years to June 30, 2014:

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

1. Section 1 of the Agreement, Exhibits and Attachments, is hereby amended to read as follows:

1. **EXHIBIT AND ATTACHMENTS.**

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

Exhibit A - Services

Exhibit B - Payments & Rates (Revised July 2011)

Attachment I - §504 Compliance

2. Section 4 of the Agreement, Term and Termination, is hereby deleted and replaced with the following:

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, 2014**.

- This Agreement may be terminated by Contractor, the Sheriff or Sheriff's 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.

3. Section 10 of the Agreement, Compliance with Laws; Payment of Permits/Licenses, is hereby amended by adding the following sentence to the end of the first paragraph:

- Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.**

4. Exhibit B – Payments & Rates, to the Agreement is hereby deleted and replaced with "**Exhibit B – Payments & Rates (Revised July 2011)**", attached hereto and incorporated herein.
5. This Amendment One is 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.

SIGNATURE

DATE: _____

EXHIBIT B – PAYMENTS & RATES
(REVISED JULY 2011)

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

1. FEE SCHEDULE.

Per Citation/Processing Fee - Electronic (entered <i>within</i> 48 hours)	\$1.28
Per Citation/Processing Fee - Electronic (entered <i>after</i> 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	\$3.675
Administrative Hearings	\$20
Reminder Notices	per notice mailed \$0.67
Final Notices, DMV Hold Letters, and Other Mailings	\$0.67
Credit Card by Phone and Internet – Cost to County	no charge
Credit Card by Phone and Internet – Cost to Public	\$3.95
Online System Access - City Personnel – 1 st 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:

$$\frac{\text{Number of letters sent in the Adjudication Process for the previous three months}}{\text{Number of individual citations for which those letters were sent, i.e., volume of appeals}} \times \text{Change in Postal Rate}$$

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.