

# SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, California 92660
(here-in-after sometimes referred to as "COMPANY")

# AND

City of Commerce
2535 Commerce Way
Commerce, California 90040
(here-in-after sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the California.

# **ARTICLE I - CITATION PROCESSING**

- 1.1 <u>Referral and Reconciliation</u>: COMPANY shall receive and process parking citations which COMPANY shall receive from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.
- 1.2 <u>Determination of Processable Citations</u>: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY within seven (7) days of receipt, by COMPANY'S office, for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.
- 1.3 Collection and deposit of funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the



COMPANY shall reconcile the account the month following the banking activity, disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge liability and all refunds and provide all supporting documentation for the AGENCY records.

- 1.4 <u>Identification of Registered Vehicle Owners</u>: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.
- 1.5 <u>Verification of Ownership</u>: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.
- 1.6 <u>Delinquency Notices</u>: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:
  - A. The parking citation issuance date and number;
  - B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
  - C. The amount of fines and fees due and payable;
  - D. Affidavit of Non-Ownership.
- 1.7 Registration Holds: The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.
- 1.8 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation



fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

- 1.9 <u>Contested Citations</u>: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.
- 1.10 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.
- 1.11 <u>Citations Disposed of by Hearing/Court</u>: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.
- 1.12 <u>Suspension of Processing</u>: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.
- 1.13 <u>Payments by U.S. Mail</u>: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.
- 1.14 <u>Parking Citation System Master File Update</u>: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.



# <u>ARTICLE II - PAYMENT PROCESSING</u>

- 2.1 <u>Disposition Processing</u>: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.
- 2.2 <u>Payments Processing</u>: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are payments with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).

"Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

- 2.3 <u>Miscellaneous Letters Processing</u>: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.
- 2.4 <u>Batching Procedures</u>: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.
- 2.5 <u>Cash Payments</u>: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.
- 2.6 Deposits: All deposits shall be made daily, subject to regular banking hours.



Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint account between COMPANY and AGENCY is opened, all deposits shall be directly deposited and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. In that case, AGENCY will supply deposit slips and endorsement stamp to COMPANY

2.7 <u>Revenue Report</u>: A monthly revenue report will list all revenues received during a given month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

# **ARTICLE III - WEB SITE**

- 3.1 <u>Citation Management Web Site</u>: The COMPANY offers a web site for AGENCY review and interface of its database, including all citations and information relating to changes in status.
- 3.2 <u>Patron Web Site Access</u>: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.
- 3.3 <u>Web Site Interaction</u>: The web site may be "view only" or "interactive," for AGENCY staff depending on requirements of the AGENCY.
- 3.4 <u>Web Site Reports</u>: Web site reports are available to the AGENCY on a daily 24/7 schedule and export into Excel for easy flexible reporting.
- 3.5 <u>Web Site Cost</u>: User ID's and passwords will be assigned to the AGENCY at no cost.

# ARTICLE IV - ADDITIONAL SERVICES

4.1 <u>CVC 40215</u>: Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying AGENCY contestants by phone and in writing of decisions. The AGENCY shall be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.



- 4. 2 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:
  - A. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
  - B. Citations with out-of-state license plates.
  - C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.
- 4.3 <u>Postal Rate Increase</u>: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

# <u>ARTICLE</u> V - GENERAL

- 5.1 <u>Public Inquiries</u>: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.
- 5.2 <u>COMPANY Limitations</u>: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.
- 5.3 <u>Use of Approved Forms</u>: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.
- 5.4 <u>Books and Records</u>: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.
- 5.5 Ownership: All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY, (collectively



the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

- 5.6 <u>Property of AGENCY</u>: All documents, records and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than forty-five (45) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY'S computer facilities to AGENCY'S designated point of delivery, plus any open invoices.
- 5.7 <u>Confidentiality</u>: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.
- 5.8 <u>Consent for Disclosure</u>: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organizations that are necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.
- 5.9 <u>COMPANY Files</u>: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.
- 5.10 Storage for AGENCY:



- A. COMPANY agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

# **ARTICLE VI - REPORTS**

- 6.1 <u>Periodic Reports</u>: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:
  - A. Report of Revenue Collected for Period
  - B. Report for Parking Citations Issued for Period
  - C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
  - D. A report for issuing Agency identifying registered vehicle owners with multiple outstanding parking citations.
  - E. A report for issuing Agency identifying the parking citations issued, location, and violation by officer.
- 6.2 <u>PCI Compliance Reports/Certificates</u>: Quarterly and Ad Hoc certificates will be sent to the Agency.
- 6.3 Annual Reports: Annually, COMPANY shall comply with existing state laws.

# <u>ARTICLE VII – TERM OF CONTRACT AND COSTS</u>

7.1 Terms and Renewals: This Agreement shall be for five (5) years commencing as of the last date of signature. Unless notice of termination, is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term, this Agreement shall automatically renew for additional one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price



adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

- 7.2 <u>Cancellation:</u> Upon a material breach or upon ninety (90) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.
- 7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.

7.4 Costs: Please see Cost Proposal for all associated costs.

# <u>ARTICLE VIII - CLAIMS AND ACTIONS</u>

- 8.1<u>AGENCY Cooperation:</u> in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within five (5) days, of said claim or action.
- 8.2 <u>Hold Harmless</u>: COMPANY and AGENCY agree to the following hold harmless Clauses:
  - A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.
  - B. AGENCY agrees to indemnify, defend and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs and liabilities for loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees arising out of or in connection with the performance by the AGENCY or any of its officers or employees under this AGREEMENT.

# ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS



- 9.1 <u>Subcontracting:</u> COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.
- 9.2 <u>Assignments:</u> This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

# ARTICLE X - INDEPENDENT COMPANY

10.1 <u>COMPANY'S Relationship:</u> COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

# <u>ARTICLE XI – INSURANCE</u>

- 11.1 <u>Insurance Provisions:</u> COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.
  - A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than two million (\$2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.
  - B) Comprehensive automobile liability, owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such



insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.

C) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

# <u>ARTICLE XII – ENTIRE AGREEMENT</u>

- 12.1 <u>Integrated Agreement</u>: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.
- 12.2 <u>Law Applicable</u>: This Agreement shall be construed in accordance with the Laws of the State of California.
- 12.3 <u>Notice to Parties:</u> Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



# AS TO THE AGENCY:

City of Commerce 2535 Commerce Way Commerce, California 90040

AS TO THE COMPANY:

Data Ticket, Inc.
A California Corporation
4600 Campus Drive, Suite 200
Newport Beach, California 92660

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY:	COMPANY:
CITY OF COMMERCE	DATA TICKET, INC.
Signature	Signature
Print Name and Title	Print Name and Title
Date	Date



C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479 127580361 0984-3

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

Vehicle Information

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C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

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Number\_

Signature \_

144.00

□Visa □ Master Card □Discover □American Express

Exp. \_

Phone

\_Zip Code: \_

PROOF OF NON-LIABILITY				
You are charged with the violation(s) listed on the reverse sid registered to you on the date the citation was issued. The law committed the violation(s), you may take certain actions to rel Non-Liability set forth below.  DECLARATION OF NON-LIABILITY INSTRUCTIONS: This declaration must be completed, dated purpose. The undersigned declares that at the time the citation.	w presumes that the registered fleve yourself of flability. Your	d owner is the person who c claim of non-liability must b ne post marked within 15 de	ommitted the violation(s) to based upon completion	. If you were not the person who nand return of the Declaration of
Had been transferred to the party identified below (p Release of Liability from DMV)	rovide a certifled, stamped	3) Was not yet trans	ferred to me and then ov	med by the party identified below.
2) Was in the possession of another party pursuant to a Proof of such an agreement must be post marked winotice.	lease or rental agreement. ithin fifteen (15) days of this	4) Violation was pre- order or receipt, fi	viously paid as evidence ront and back.	d by copy of cancelled check, money
NAME AND ADDRESS OF RESPONSIBLE PARTY IS	: (PLEASE PRINT AND	SIGN BELOW)		
NAME	DATE SALE, PURCH	ASE, OR LEASE/RENT	AL WAS EXECUTED	:
STREET	CITY/STATE/ZIP	<u>.                                    </u>		PHONE
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I DECLARE UNDER PENALTY OF PERJURY THAT T	HE FOREGOING IS TRU	E AND CORRECT.		
Signature		Date		
	-			

**City of Commerce** Parking Citation Processing Cost Model and Service Offering

# Cost Proposal:

Thank you for providing Data Ticket with the opportunity to provide services to you and the public you serve. We believe you will find the upgrade in services to provide you and your citizens with complete transparency in parking citation processing while affording a level of ease in resolving parking citations that far exceeds those services offered previously.

Below and on the following pages we have provided a detailed description of the services we provide. You will note many of these services are not currently being provided. As such we have annotated these services as "New". You will also note many of these services are optional in that your Agency may elect to utilize them now or later should you choose. We have annotated these services as "Optional".

# Manual Parking Citation Processing:

\$0.65

# Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

# **Electronic Parking Citation Processing (New):**

\$0.55

# Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket's Citation Management Solution
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

## **Courtesy Notice:**

\$0.80

# Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-of payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result

# **Out-of-State Collections (New):**

25% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs and we are currently utilizing the City's and our ORI
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Delinquent Collections (New):**

25% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

# Franchise Tax Board Processing (New) SSN Look-up:

\$2.00 per SSN

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- This charge is charged per unique SSN, not per citation

# **FTB Collections:**

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1<sup>st</sup> Class Mail and will be sent at no cost to the City
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee

## **Adjudication:**

# 1st Level Hold & Scanning of Review Request (Optional)

\$0.50 per citation

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# Disposition and Schedule Letters

\$0.80 per letter

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web.

# 2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing \$0.50 per citation (Optional)

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the
  option to proceed as though the request was received within the timeframe or it may
  elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

# 2<sup>nd</sup> Level Hearings Performed (Optional)

\$85.00 per hour

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

# Joint / Escrow Banking Services (Optional) Services for the above-mentioned item include:

\$100.00 per month

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# Charge-backs and NSF's (Optional)

\$1.25 per issued instance

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

# **Refunds (Optional)**

\$3.50 per issued instance

- Data Ticket will process refunds when notified by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

# **Credit Card Processing Fee**

\$3.50 per transaction charged to the Citizen

- This fee will be charged to the citizen when the citizen pays with a credit / debit card online, via the IVR Solution, via a Customer Service Representative or via a mail in credit / debit card option.
- No fee will be charged to the City

# Services Included in the Above Costs:

# Online Access for the Agency's Customers (New):

Included

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1<sup>st</sup> Level Administrative Review and attach up to nine documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to nine documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

# Online Access for the Agency's Staff (New):

Included

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds

City of Commerce Parking Citation Processing Cost Model and Service Offering

- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting (New): Included

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

# Manual Payment Processing:

included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

# Registered Owner Information:

Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide real-time through NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only;
   Data Ticket will utilize its own ORI for actually acquiring the out of state RO data

### CA DMV Holds and Releases:

Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service: Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is
  fully trained to answer questions related to citation issuance, payment, adjudication,
  fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

# Web Presence (New):

Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is
  provided at: <a href="https://www.CitationProcessingCenter.com">www.CitationProcessingCenter.com</a>; this is a generic website in the
  sense that it is not Agency branded. This website allows for the Agency and the
  Agency's Customers to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

### Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the agreement.

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Handheld Citation Processing**

# **Android Pricing (Optional)**

Data Ticket has provided the following handheld unit pricing for *Three Year Lease Price* option as well as a *Purchase Price Option*.

Item	Samsung Galaxy S8 Plus (or Similar Android Unit) w/ TSC 3" Printer*			
3 Year Lease Price	\$62.00 / per month			
Purchase Price	\$1,180.00 per Unit TSC 3" Printer: \$350.00 per Unit			

<sup>\*</sup>These costs are exclusive of tax

# **HANDHELD LICENSING AND SUPPORT COSTS**

Handheld Software License Fee \$500.00 per unit per year, 1<sup>st</sup> year only \$150.00 per unit per year, 2<sup>nd</sup> and subsequent years

This fee is for the software application and all enhancements.

Support

\$25.00 per month per unit

Support includes full repair or replacement of any units which fail to perform. There is no deductible charged.

**Training** 

No Charge

Onsite training at the City's preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the City's requirements. Travel expenses will be billable for handheld training.

Ticket Stock

To be Quoted

Ticket stock pricing can be quoted based on need.

Wireless Services

**Actual Cost** 

If the City elects to utilize a wireless data plan by which to transmit citations, Data Ticket will pass the cost of the data plan directly from the wireless vendor.

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City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Cost Proposal:**

Thank you for providing Data Ticket with the opportunity to provide services to you and the public you serve. We believe you will find the upgrade in services to provide you and your citizens with complete transparency in parking citation processing while affording a level of ease in resolving parking citations that far exceeds those services offered previously.

Below and on the following pages we have provided a detailed description of the services we provide. You will note many of these services are not currently being provided. As such we have annotated these services as "New". You will also note many of these services are optional in that your Agency may elect to utilize them now or later should you choose. We have annotated these services as "Optional".

# **Manual Parking Citation Processing:**

\$0.65

### Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

# **Electronic Parking Citation Processing (New):**

\$0.55

# Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

# **Courtesy Notice:**

\$0.80

### Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a
  perforated tear-of payment stub provided in a window envelope sent to the
  registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result

# **Out-of-State Collections (New):**

# 25% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs and we are currently utilizing the City's and our ORI
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Delinquent Collections (New):**

25% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- · All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

# Franchise Tax Board Processing (New) SSN Look-up:

\$2.00 per SSN

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- This charge is charged per unique SSN, not per citation

# **FTB Collections:**

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail and will be sent at no cost to the City
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee

# Adjudication:

# 1st Level Hold & Scanning of Review Request (Optional)

\$0.50 per citation

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Disposition and Schedule Letters**

\$0.80 per letter

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web.

# 2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing \$0.50 per citation (Optional)

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication
  Department will place the citation on an Administrative Hearing Request Hold and
  scan all received documentation into the Solution where it is displayed on the web
  for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

# 2<sup>nd</sup> Level Hearings Performed (Optional)

\$85.00 per hour

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

# Joint / Escrow Banking Services (Optional) Services for the above-mentioned item include:

\$100.00 per month

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
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- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# Charge-backs and NSF's (Optional)

\$1.25 per issued instance

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

# Refunds (Optional)

\$3.50 per issued instance

- Data Ticket will process refunds when notified by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

# **Credit Card Processing Fee**

\$3.50 per transaction charged to the Citizen

- This fee will be charged to the citizen when the citizen pays with a credit / debit card online, via the IVR Solution, via a Customer Service Representative or via a mail in credit / debit card option.
- No fee will be charged to the City

# Services Included in the Above Costs:

# Online Access for the Agency's Customers (New):

Included

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1<sup>st</sup> Level Administrative Review and attach up to nine documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to nine documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

# Online Access for the Agency's Staff (New):

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Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- · Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information.

Reporting (New): Included

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

# **Manual Payment Processing:**

Included

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- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

# **Registered Owner Information:**

Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide real-time through NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only;
   Data Ticket will utilize its own ORI for actually acquiring the out of state RO data

# **CA DMV Holds and Releases:**

Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service: included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

# Web Presence (New):

included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is
  provided at: <a href="www.CitationProcessingCenter.com">www.CitationProcessingCenter.com</a>; this is a generic website in the
  sense that it is not Agency branded. This website allows for the Agency and the
  Agency's Customers to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

# **Cost Increases:**

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases - There will be NO CPI increases for the duration of the agreement.

City of Commerce
Parking Citation Processing
Cost Model and Service Offering

# **Handheld Citation Processing**

# **Android Pricing (Optional)**

Data Ticket has provided the following handheld unit pricing for *Three Year Lease Price* option as well as a *Purchase Price Option*.

Item	Samsung Galaxy S8 Plus (or Similar Android Unit) w/ TSC 3" Printer*				
3 Year Lease Price	\$62.00 / per month				
Purchase Price	\$1,180.00 per Unit TSC 3" Printer: \$350.00 per Unit				

<sup>\*</sup>These costs are exclusive of tax

# **HANDHELD LICENSING AND SUPPORT COSTS**

Handheld Software License Fee \$500.00 per unit per year, 1st year only \$150.00 per unit per year, 2nd and subsequent years. This fee is for the software application and all enhancements.

Support \$25.00 per month per unit Support includes full repair or replacement of any units which fail to perform. There is no deductible charged.

Onsite training at the City's preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the City's requirements. Travel expenses will be billable for handheld training.

Ticket Stock
Ticket stock pricing can be quoted based on need.

To be Quoted

Wireless Services

Actual Cost
If the City elects to utilize a wireless data plan by which to transmit citations, Data
Ticket will pass the cost of the data plan directly from the wireless vendor.



C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

### 126729876 0983-1

# OFFICIAL COURTESY NOTICE UNPAID PARKING CITATION(S)

Vehicle Information Plate/VIN: DTI0829B SNGLP 926 CA 7000000269 00.0001.0269 269/1 State: Make: NISS

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NOTICE DATE: **AMOUNT DUE:**  08/30/16

\$54.00

### IMPORTANT

- Send check or money order, NO CASH,US funds only. 11.
- Print citation number on your payment.

  To ensure proper credit, return the bottom portion of this notice with your payment.
- Failure to respond will result in the loss of your right to appeal.

# IF YOU RECEIVED THIS NOTICE IN ERROR - SEE THE REVERSE SIDE

Our records indicate parking citation(s) were issued to this vehicle. No response to the original parking citation(s) has been received or your response was incomplete. As the registered owner or lessee at the time the vehicle was cited, you are responsible for responding to this notice. Your options are as follows:

- 1) Pay the parking citation indicated below online at www.CitationProcessingCenter.com OR by mail at the address indicated below OR by telephone at 1-800-989-2058
- 2) File an affidavit of non-liability (see reverse)
- 3) Appeal the parking citation

Your payment or appeal must be received no later than 14 days from the DATE OF THIS NOTICE. To submit an appeal, provide a written explanation online at www.CitationProcessingCenter.com or send by mail to: The Issuing Agency, C/O Citation Processing Center, P.O. Box 11024, Newport Beach, CA 92658-5016. THE DMV MAY WITHHOLD RENEWAL OF YOUR VEHICLE REGISTRATION IF YOU FAIL TO RESPOND! Vehicles with 5 or more citations may be impounded or immobilized pursuant to California Vehicle Code Sections 22651(i)(1) and 22651.7. For additional information please visit www.CitationProcessingCenter.com or call 1-800-989-2058 and review the back of this notice.

7012 STAFFORD AVE	\$54.00
Location	Amount
	11.0,862.1.11.14

(If paid, return copy (Front & Back) of canceled check, money order, or receipt) Please return this portion with your payment - Use the enclosed envelope

	Notice Date	Notice Number	Plate/VIN	State	Make
	08/30/16	TW126729876	5PWP812	CA	NISS
Γ				TOTAL DUE NOW	\$54.00
				DUE AFTER 09/21/16	\$84.00
L			0 1 2 6 7 2 9 8 7 6	<b>DUE AFTER 10/21/16</b>	\$114.00
				DUE AFTER 11/20/16	\$144.00
			0983-1		

A convenience fee may be applied

DO NOT SEND CASH. WRITE CITATION # ON PMT MAKE CHECK OR MONEY ORDER PAYABLE TO:

արիկրդիկրակլիկիկիով լիայիկիկիոները և

□ Visa	☐ Master Card	☐ Dis	cover	☐ American Express
Number_			Ехр	Zip Code:
-	UD050004864	E4 00	Phone_	

C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

# Payments

You may make payment by going to: <a href="www.CitationProcessingCenter.com">www.CitationProcessingCenter.com</a> or by sending your payment to the address listed on the front of this notice. If you make payment by mail, enclose the lower portion of this notice and WRITE THE CITATION NUMBER ON YOUR CHECK AND ON THE ENVELOPE. Make check, money order, or cashiers check PAYABLE TO THE ISSUING AGENCY. DO NOT SEND CASH. Please refer to the front of this notice for other payment options. Payments must be RECEIVED BY the date indicated on the front of this notice. THE POSTMARK DATE WILL NOT PREVENT PENALTIES from being added.

# Already Paid

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 800-989-2058 or via the web at <a href="https://www.CitationProcessingCenter.com">www.CitationProcessingCenter.com</a> for more information.

# Wish to Appeal the Citation

You may appeal the violation(s) associated with this notice online at: <a href="www.CitationProcessingCenter.com">www.CitationProcessingCenter.com</a> or you may appeal by mail by submitting a copy of the citation and an explanation of any extenuating circumstances and/or why you believe this violation(s) was issued in error. Appeals sent via mail must be RECEIVED WITHIN 14 DAYS OF THE MAILING DATE OF THIS NOTICE. Those appeals received after 14 days of the mailing date will not be accepted. You may submit photographs or other documents to support your position. These documents will not be returned to you. Please type or print clearly. You may use the enclosed envelope to submit your appeal to the address on the front of this notice.

# Not Liable

You have been charged with the violation(s) listed on the reverse side because California Vehicle Code creates the presumption that the registered owner of an illegally parked vehicle has committed the violation(s) and Department of Motor Vehicles records indicated that you were the registered owner of the vehicle on the date of said violation(s). IF, ON THE DATE OF THESE VIOLATION(S) YOU WERE NOT THE OWNER, or the vehicle was in possession of another party pursuant to a rental or lease agreement, you must complete the AFFIDAVIT OF NON-LIABILITY below. When accompanied with evidence supporting the affidavit, you may relieve yourself of liability for these violations. Both the AFFIDAVIT AND SUPPORTING DOCUMENTATION ARE REQUIRED. Do not send original documentation, it will not be returned.

# Registration or Equipment Violation(

Violations of California Vehicle Code (CVC) Sections 4000a, 5200, 5202 and 5204 require vehicle inspection and evidence of violation correction. Evidence of correction may be obtained at any Law Enforcement Agency during regular business hours. The penalty amount on these violations will be reduced to a proof of correction fee of \$10.00 when the CERTIFICATE OF CORRECTION IS COMPLETED AND RECEIVED ON OR BEFORE THE DUE DATE ON THE REVERSE SIDE OF THIS NOTICE. \$10.00 IS DUE FOR EACH VIOLATION AND MUST BE RETURNED WITH THE COMPLETED CERTIFICATE OF CORRECTION BELOW.

# INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED

# A defense against the parking violation set forth in this notice is appropriate, because on the day and time of the citation issuance (check only one). The vehicle had been sold to someone else prior to the citation issue date. (A completed copy of the bill of Sale and/or Certified Release of Liability is required. Complete the information below.) On the date the citation was issued, the vehicle was leased or rented to someone else under a written agreement. (A copy of the contract is required)

AFFIDAVIT OF NON-LIABILITY

CERTIFICATE OF CORRECTION THIS MUST BE RETURNED WITH A \$10.00 PROOF OF CORRECTION FEE FOR EACH VIOLATION					Date Sale, Purchase or Lease/Rental was executed:  NAME: ADDRESS: CITY, STATE, ZIP:
ECTIONS VIOLATED	OFFICER'S SIGNATURE	ID NUMBER	AGENCY	DATE	I declare under penalty of perjury that the foregoing is true and correct
					X



C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

### 127875503 0984-4

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

Vehicle Information Plate/VIN: DTR0127A ALL FOR AADC 900 CA State: 7000002724 00.0010.0354 2724/1 NISS Make: 01/30/17 NOTICE DATE: \$144.00 AMOUNT DUE: IMPORTANT IF YOU RECEIVED THIS NOTICE IN ERROR - SEE THE REVERSE SIDE Send check or money order. NO CASH, US funds only. Print citation number on your payment. To ensure proper credit, return the bottom portion of this notice with your payment. You have FAILED to respond to requests for PAYMENT OF PARKING VIOLATIONS or your response was incomplete. The Agency has legal authority to collect this debt and it is your responsibility to pay. Your IMMEDIATE PAYMENT WILL AVOID FURTHER CONFRONTATION AND ACTION AGAINST YOU, such as, but not limited to: 1) Vehicle Impoundment 2) California or out-of-state vehicle registration restrictions 3) Tax Refund Attachment If you need further assistance or to pay, go to: www.CitationProcessingCenter.com or call 1-800-969-6158. If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at www.CitationProcessingCenter.com for more information. Citation # Date & Time Issued Description of Violation Amount 08/22/2016 09:02 AM 4-7,1607.1, Street Sweeping 7012 STAFFORD AVE \$144.00 (If paid, return copy (Front & Back) of canceled check, money order, or receipt) Please return this port on with your payment - Use the enclosed envelope Plate/VIN Notice Date Notice Number State Make CA 01/30/17 TW127875503 NISS TOTAL DUE NOW \$144.00

A convenience fee may be applied

0984-4

DO NOT SEND CASH. WRITE CITATION # ON PMT MAKE CHECK OR MONEY ORDER PAYABLE TO:

■ Master Card ■ Discover ■ American Express Number Zip Code: \_\_ Exp. **Phone** Signature 08/22/2016 HP050001661

ուլիույինիկորի արդարի իրուկին իրկանիրի իրի իրի իրի հարա

C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

PROOF OF NON-LIABILITY			
You are charged with the violation(s) listed on the reverse side registered to you on the date the citation was issued. The law committed the violation(s), you may take certain actions to reli Non-Liability aet forth below.  DECLARATION OF NON-LIABILITY INSTRUCTIONS: This declaration must be completed, dated purpose. The undersigned declares that at the time the citation	presumes that the registered eve yourself of liability. Your signed, returned and must b	owner is the person who committed claim of non-liability must be based by the post marked within 15 days of the	ed the violation(s). If you were not the person who id upon completion and return of the Declaration of the provided envelope for this
1) Had been transferred to the party identified below (pr Release of Liability from DMV)	ovide a certified, stamped	3) Was not yet transferred to	o me and then owned by the party identified below.
2) Was in the possession of another party pursuant to a Proof of such an agreement must be post marked with notice.	lease or rental agreement. hin fifteen (15) days of this	Violation was previously order or receipt, front and	paid as evidenced by copy of cancelled check, money back.
NAME AND ADDRESS OF RESPONSIBLE PARTY IS:	(PLEASE PRINT AND S	GIGN BELOW)	
NAME	_ DATE SALE, PURCHA	ASE, OR LEASE/RENTAL WA	AS EXECUTED:
STREET	CITY/STATE/ZIP		PHONE
INCOMPLETE INFOR	RMATION WILL NOT BE	ACCEPTED OR ACKNOWLE	EDGED.
I DECLARE UNDER PENALTY OF PERJURY THAT TO	HE FOREGOING IS TRU	E AND CORRECT.	
Signature		Date	
			_

# DATA DICKET inc.

Our goal is to offer our Clients the best and most complete services and products available in the Parking and Toll Road/Bridge, Administrative & Miscellaneous Debt Processing and Collections Industry.

Each of the offerings listed on the following page may be utilized individually or as a suite of offerings to provide your Agency with the most flexible, comprehensive, interactive service with the highest collection rates possible.



# **PARKING CITATION PROCESSING**

- DATA ENTRY & SCANNING OF ALL MANUALLY
  WRITTEN CITATIONS AND PAYMENTS
- DAILY MAILING OF CVC REQUIRED CUSTOMIZED COURTESY NOTICE
- ONLINE AVAILABILITY TO VIEW SENT COURTESY NOTICE
- SOFTWARE ENHANCEMENTS RELEASED REGULARLY TO ALL CLIENTS
- IN AND OUT OF STATE PROCESSING AND COLLECTIONS

- ONLINE AVAILABILITY TO VIEW SENT DELINQUENT NOTICES
- ONLINE AVAILABILITY TO VIEW SENT ADJUDICATION DISPOSITION LETTERS
- COMPLETE BANKING AND RECONCILIATION SERVICES
- CUSTOMIZED ONLINE REPORTING CAPABILITIES AVAILABLE 24/7 - EXPORTABLE
- ONLINE CAPABILITIES ARE DEFINED BY USERNAME AND PASSWORD

# **REAL-TIME ACCESS**

### **AGENCY ACCESS:**

- WEBSITE CUSTOMIZABLE TO EACH AGENCY SITE
- REAL-TIME ACCESS TO DATA, 24/7
- ONLINE ACCESS FOR AGENCY TO MANAGE CITATIONS AND COLLECTIONS PROCESS
- REGULAR ENHANCEMENT RELEASES

# **CITIZEN ACCESS:**

- ONLINE ACCESS FOR AGENCY PATRONS TO PAY FOR, AND INQUIRE ABOUT CITATIONS
- ONLINE ABILITY TO APPEAL AND ATTACH SUPPORTING DOCUMENTATION

# **DMV SERVICES**

### **CALIFORNIA DMV:**

- DAILY, REAL TIME CALIFORNIA REGISTERED OWNER LOOK-UP
- DAILY CALIFORNIA REGISTRATION HOLDS AND RELEASES
- REAL-TIME CALIFORNIA REGISTRATION HOLDS AND RELEASES

# **OUT OF STATE DMV:**

- DAILY REAL TIME OUT OF STATE REGISTERED OWNER LOOK-UP VIA NLETS
- INDIVIDUAL OUT OF STATE REGISTERED OWNER LOOK-UP

# **CUSTOMER SERVICE**

- TOLL-FREE, BI-LINGUAL CUSTOMER SERVICE
- CALL RECORDING OF ALL INBOUND / OUTBOUND CALLS
- TOLL-FREE, BI-LINGUAL IVR 24/7 FOR PHONE PAYMENT AND CITATION INQUIRY
- ONLINE, PHONE AND MAIL PAYMENT OPTIONS FOR PATRONS

# **ADJUDICATION SERVICES**

- FULLY INTEGRATED WEB-BASED ADJUDICATION SOLUTION
- PERFORMANCE OF 1<sup>ST</sup> LEVEL REVIEWS FOR CALIFORNIA CLIENTS
- SCHEDULING AND MANAGEMENT OF 2<sup>ND</sup>
  LEVEL HEARINGS FOR CALIFORNIA
- CERTIFIED, INSURED INDEPENDENT HEARING OFFICERS

# HANDHELD TICKET WRITERS

- MULTIPLE HANDHELD UNIT OPTIONS
- REAL-TIME AND DOCKED SOLUTION OPTIONS
- REAL-TIME ACCESS TO CA DMV
- UP TO 9 COLOR PHOTOS PER CITATION
- SINGLE PIECE AND 2-PIECE UNIT OPTIONS
- CAPABLE OF CREATING A DEFAULT SETTING FOR STREET SWEEPING
- REMOTE SOFTWARE ENHANCEMENTS
  RELEASED REGULARLY FOR ALL CLIENTS

# **DELINQUENT COLLECTIONS**

- PROPRIETARY DELINQUENT COLLECTIONS PROCESS
- FRANCHISE TAX BOARD INTERAGENCY INTERCEPT PROGRAM FOR CALIFORNIA CLIENTS
- ADVANCED COLLECTIONS AND CREDIT BUREAU HOLDS
- SINGLE SYSTEM OF RECORD FOR ALL COLLECTIONS DATA

# ONLINE PERMITTING

- CUSTOMIZEABLE SOLUTION FOR PERMIT SALES AND ISSUANCE
- RESIDENTIAL AND OVERSIZED VEHICLE PARKING SOLUTIONS
- REAL-TIME PERMIT DATA AVAILABLE ON HANDHELD SOLUTIONS
- INTEGRATED SOLUTION FOR OUTSTANDING CITATIONS PRIOR TO PERMIT PURCHASE



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0984-2

C/O Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

			Vehicle Information				
DTD1123B at	TWO 3-DICIM 602			Plate/VIN:			
DTR1123B AUTO 3-DIGIT 902 700000450 00.0002.0240 450/1				State:	CA		
նկայենակնրընաններընկիրութերիաներիրութ			Make:	NISS			
<b>阿瑟</b>				NOTICE DATE:	11/25/16		
				AMOUNT DUE:	\$144.00		
				IMPORTANT	III SELITORE IN		
		RROR - SEE THE REVERSE SIDE	2. 3.	Send check or money order. NO CASH Print citation number on your payment. To ensure proper credit, return the botto with your payment.	om portion of this notice		
Our records indicate that parking citation(s) were issued to this vehicle and that you have previously failed to respond to requests for payment or your response was incomplete. As a result, your vehicle may have been placed on lien with the Department of Motor Vehicles. As the registered owner or lessee at the time this vehicle was cited, you are responsible for responding to this notice immediately.							
Failure on your part to either submit certified proof of non-ownership from the Department of Motor Vehicles, or submit a payment within fifteen 15 days from the date of this notice may necessitate further action such as, but not limited to:							
1) Vehicle Impoundment							
Read the b www.Citation	ack of this notice for processingCenter	or more information. If you need or.com or call 1-800-969-6158.	furthe	r assistance or to pay, go to:			
If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at www.CitationProcessingCenter.com for more information.							
Citation #	Date & Time Issued	Description of Violation		Location	Amoun		
	08/22/2016 09:02 AM	4-7.1607.1, Street Sweeping		7012 STAFFORD AVE	\$144.00		
(If paid, return copy (Front & Back) of canceled check, money order, or receipt) Please return this portion with your psyment — Use the enclosed envelope (1984-3)							
Notice Date	Notice Number	Plate/VIN		State	Make		
11/25/16	TW127326	<b>497</b> 5PWP812		CA	NISS		
				TOTAL DUE NOW	\$144.00		
		III III 1 2711 - 80 III 40	)	1	Ψ1 <del>-1.00</del>		

0984-2

□Visa □Master Card □Discover □American Express

Number \_\_\_\_\_ Exp. \_\_\_ Zip Code: \_\_\_\_

Signature \_\_\_\_ Phone \_\_\_\_\_

08/22/2016 HP050001661 144.00

A convenience fee may be applied

DO NOT SEND CASH. WRITE CITATION # ON PMT MAKE CHECK OR MONEY ORDER PAYABLE TO:

տիրիկարականիայինակիայանում

C/Ó Citation Processing Center P.O. Box 10479 Newport Beach, CA 92658-0479

# PROOF OF NON-LIABILITY You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below. DECLARATION OF NON-LIABILITY INSTRUCTIONS: This declaration must be completed, dated, signed, returned and must be post marked within 15 days of the notice. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one): 1) Had been transferred to the party identified below (provide a certified, stamped 3) Was not yet transferred to me and then owned by the party identified below. Release of Liability from DMV) 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be post marked within fifteen (15) days of this 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. NAME AND ADDRESS OF RESPONSIBLE PARTY IS: (PLEASE PRINT AND SIGN BELOW) NAME. \_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_ \_ CITY/STATE/ZIP \_\_\_ STREET\_ \_ PHONE \_\_ INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature Date\_