

AGREEMENT NO.

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

This Agreement is entered into this 18th day of May 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Turbo Data Systems, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, 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 providing citation processing and payment and adjudication services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I - Assurance of Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2021** through **June 30, 2026**.

5. TERMINATION

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it 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 County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability\$1,000,000
- (b) Motor Vehicle Liability Insurance\$1,000,000
- (c) 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

11. COMPLIANCE WITH LAWS

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. NON-DISCRIMINATION AND OTHER REQUIREMENTS

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such

benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. MERGER CLAUSE; AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

16. CONTROLLING LAW; VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

<i>In the case of County, to:</i> Veronica Ruiz, Management Analyst San Mateo County Sheriff’s Office 400 County Center Redwood City, CA 94063 (650) 363-7819 vruiz@smcgov.org	<i>In the case of Contractor, to:</i> Roberta Rosen, President Turbo Data Systems Inc. 18302 Irvine Blvd # 200 Tustin, CA 92780 714-368-4808 roberta@turbodata.com
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18. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. PAYMENT OF PERMITS/LICENSES

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: **TURBO DATA SYSTEMS INC**

DocuSigned by:
Roberta J. Rosen
3DF4107DA9834B4

4/27/2021 | 11:45 AM PM Roberta J. Rosen

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: Clerk of Said Board

Exhibit A - Services

In consideration of the payments set forth in Exhibits B, Contractor shall provide the following services:

1. MOVING AND CRIMINAL CITATION PROCESSING SERVICES

- A. Handheld Ticket Writer Interface** - Contractor will provide automated import of electronic citations into County's database. Batch files will be uploaded within forty-eight (48) hours upon file transfer to the County's records management system, San Mateo County Superior Court - Traffic and Santa Clara County Superior Court - Traffic. Data will be generated and pushed or pulled depending on County preference and technology department accommodation. Electronic transfer is available depending on the recipient County's case management system and its ability to accept electronic files.

- B. Electronic Moving and Criminal System Access** – The Contractor will provide moving and criminal violation enforcement software with the County's records management system. This will include the following:
 - 1) Cloud hosting
 - 2) Electronic Court Integration/Export
 - 3) TR-10/tracking
 - 4) Viewing of records including photos/signatures
 - 5) Daily, monthly, shift summary reporting
 - 6) Citation reprint for officer or public
 - 7) Ongoing support, training, and maintenance for devices.

- C. System and Document Storage** – Contractor will retain all digital citations on the computer system for two (2) years and then removed.

- D. Online Reporting** - Contractor will provide regular daily, weekly and monthly reports in a format as agreed upon. Additional reports will be provided at no additional cost for operating, production and audit functions. Reports will be made available online via a secure web page and be available for County access no later than the thirtieth (30th) day of the following month, except when February is the following month, in which case this information will be available by the last day of February.

- E. Online Inquiry Access and Support for County's Staff** - Contractor will provide access to the traffic and criminal citation database via a web page using a secure log-on procedure. County shall be provided access to their own database and inquiry-only access to databases for the other County Agencies. A "NOTES" feature will allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by other inquiry function users. Contractor's technical staff will provide support during normal business hours. Technical support will be provided for any communication or logon problems as well as immediate technical support when problems arise in the uploading, downloading and transferring of files.

- F. Contract Requirements:**
 - 1) Privacy and Security of County Data - Contractor agrees to keep all County data private and secure and will not share, sell, or otherwise access the County data for reasons other than the normal processing of moving and criminal citations or as otherwise required by law.

 - 2) Notice of Security Breach – Contractor must immediately notify the County when it discovers that there may have been a data security incident that has or may have resulted in compromise to the County for purposes of this Section, "immediately" is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability and must promptly alert the County of any such circumstances, including information sufficient for the Court to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of the County, the Contractor will be liable for paying for the following costs to remediate

any such unauthorized disclosure:

- The reasonable cost of providing notice of the breach to individuals affected by such breach;
- The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; and any other service required by applicable law.

The Contractor must provide any information and/or support to the County in issuing the actual notification and at the County's sole discretion, the Contractor must provide actual notification if the County desires. This section will survive termination or expiration of this Agreement.

Confidentiality of all other data and materials - In addition to the data security and privacy requirements detailed above that apply to the County, any other County data or materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

- 3) **System Backups** - All systems will be backed up daily to insure safety of data in the event of a power outage or natural disaster. All backup data should be transferred and stored off-site for disaster recovery.
 - 4) **Vehicle Code Compliance** - Contractor will comply with all requirements of the California Vehicle Code in regard to processing of citation records sent by the issuing agency during the entire term of this Agreement, including extensions if any.
 - 5) **Right to Audit** - If County requests it, an auditor shall be hired to perform a financial and/or performance audit. The County shall pay the cost of the audit upon the written approval of auditor's cost.
 - 6) **Meeting Attendance** - Contractor will be available to attend County meetings as needed at Contractor's own expense.
 - 7) **Transition to Next Contractor** - In the event of a future change of vendor, Contractor agrees to fully cooperate in any transition. This shall include but not be limited to provision of data in an acceptable electronic format, provision of information as requested by the County to facilitate a future RFP process, and assistance with any and all transition processes necessary to provide for uninterrupted services to the County.
- G. Software Disclosure** - The Contractor may subscribe to various third-party software services for the purpose of automating input of various fields of information into the citation information while writing a ticket. The third-party software services may include but are not limited to Google Maps, Google location services GPS, LPR Services, and VIN lookups. The Contractor reserves the right, should these services terminate, to disable those services in the software at any time. These services are integrated in to the ticketPRO software for convenience and do not affect the issuance of citations. Manual entry of information into the citation is never affected by these third party software services and is always available.
- H. Termination** - Termination fee of \$4,000 per unit at outset, each month thereafter reduced \$75 per month per unit.

- I. **Training** - The Contractor will provide training for software and hardware. The Contractor will provide training manual and videos to the County. Training will include step-by-step manual as well as video tutorials on how to issue citations, access back-end ticket reporting portals. Training, equipment initialization and setup will be provided by the Contractor and is included in the lease of the ticketwriters. The Contractor will provide RemoteConnect support for devices while in the field.
- J. **Consolidation** - The County will have the option to consolidate any contracts, including options exercised through the expiring contract, at no cost. Devices in the previous contracts will be upgraded at no cost to the latest device and software platform.
- K. **Optional Services:**
 - 1) Provision of Automated Ticket Media - Contractor will provide paper ticket stock for electronic citations. See exhibits.
 - 2) Racial and Identity Profiling Act (RIPA) CA - The Contractor is currently working on a RIPA application that would be an optional service. If the RIPA option is exercised by the County, it will coincide with the length of this contract.
- L. **Software Development** - If the County requires any additional software development for special projects and/or programs. The County will work with the Contractor on a scope of work to determine the specifications and requirements and the Contractor will provide the cost estimate and timeline.

2. PARKING CITATION PROCESSING SERVICES

- A. **Basic Processing** - Contractor will enter manual citations and citation dispositions into County's database within two business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Contractor's Customer Service Representatives (9:00a.m.- 5:00 p.m., Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the Contractor-provided online system. Contractor will process correction notices and notify County of citations unable to be entered for any reason, (such as no violation code, unreadable license, etc.).
- B. **Handheld Ticket Writer Interface** - Contractor will provide for automated import of electronic citations into County's database. Batch files will be uploaded immediately upon file transfer. Contractor will maintain and update the hot sheet or scofflaw files on a daily basis for County. Identifying vehicles which have accumulated five (5) or more outstanding citations in the combined San Mateo County contract area to upload into their handheld ticket writers. Contractor will provide electronic reports on a monthly basis. Contractor will work with County to implement any changes required for handheld ticket writer equipment.
- C. **Customer Service and Toll-Free Telephone Number** - Contractor will provide a toll-free automated telephone number for inquiries and credit card payments. The toll-free telephone service will be available a minimum of 20 hours per day, 7 days per week for the 50 United States and Canada, with the exception of backup time sometime between the hours of midnight and 4:00 a.m. A customized recorded voice response system in English and Spanish will be available to provide information for each pay or on how to pay and contest citations, registration violation information, and County address information. The automated telephone system will be capable of receiving a minimum of 20,000 incoming calls per month. Downtime for required maintenance will be between midnight and 4:00 a.m. The automated voice response system will be capable of providing real-time data regarding the citation issue date, amount due, delinquent date and total amount

due for each license plate when multiple citations are outstanding. The system will provide information about appealed citations and the results of the appeal. Contractor Customer Service Representatives (CSRs) will be available Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding County recognized holidays. CSRs will be available to provide instructions and information on general parking policies and procedures, and administrative adjudication procedures for the County. At least one CSR will be available for Spanish translation during regular business hours Monday through Friday. Calls will be answered in six rings or less. In order to assist CSRs with non-English speakers, AT&T's Language Line (or similar) will be available at all times the CSRs are available and shall be employed to accomplish translations as required. The telephone system will provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours. CSR's will provide customer service for the public in resolving parking citation questions of a non-judicial nature and research specific citation data when necessary. CSRs will be fully trained in all informational aspects of parking citation processing and related information specific to the County.

- D. System and Document Storage** – Contractor will retain all citations paid or dismissed on the computer system for three years and then removed. Unpaid citations will be retained on the computer system for five (5) years and then removed. Citation documents will be stored for two (2) years from date of issue and then returned to County or shredded. Payment documents will be stored for two (2) years from the date of payment and then returned to County or shredded.
- E. Online Reporting** - Contractor will provide regular daily, weekly and monthly reports in a format as agreed upon. Additional reports will be provided at no additional cost for operating, production and audit functions. Reports will be made available online via a secure web page and be available for County access no later than the thirtieth (30th) day of the following month, except when February is the following month, in which case this information will be available by the last day of February.
- F. DMV Interface for Registered Owner Name Retrieval** - Contractor will obtain names and addresses of registered owners of cited vehicles from California DMV using online or manual access to registered owner information from California DMV when necessary. Upon return of registered owner information from DMV, Contractor will validate vehicle make. Contractor will also review DMV "No Hit" list to ensure that license plate and state have been entered correctly.
- G. Notice Processing** - Contractor will print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. This includes second notices mailed for bounced checks, partial payments, and name or address changes. Contractor is required to send notices to lessees or renters of cited vehicles when provided with proof of a written lease or rental agreement. All postage, notice forms and envelopes will be provided by Contractor. All notices and letters will be formatted using custom #10 window envelopes with the County's return address. The interior #9 return envelope will be customized with the County's payment address. Drive Away Notices will be mailed by first class mail to registered owners of vehicles that drive away from the officer at citation issuance time as required by the California Vehicle Code. Notices are mailed no later than 15 days from the date of the original citation to the registered owner of the vehicle. Delinquent Notices generated will be mailed at least once a week by first class mail to registered owners. Returned check notices will be mailed by first class mail to individuals immediately upon notification from the County that a check has been returned for non-payment. These notices will state the amount of original penalty, delinquent amount, and the appropriate returned check fee. Partial Payment Notices will be sent by first class mail to those who do not pay the full penalty amount. The notice will indicate the amount that was paid and the remainder that is due. The Contractor will generate Reminder Notices for unpaid accounts at a time frame acceptable to the County. Contractor will communicate with violators in a timely manner by mail in response to correspondence such as incomplete registration, citation, or payment information.
- H. Additional Notices** - Contractor will mail Other Correspondence as required for processing. Adjudication Letters

will be mailed as required. DMV Hold Letters shall be mailed to registered owners on citations remaining open 18 months after a DMV Hold is placed.

- I. DMV Interface for Placing Registration Holds** – Contractor will transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and Contractor has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within two (2) business days after the date specified by the County to be the DMV Date.
- J. DMV Interface for Releasing Registration Holds** - Contractor will transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within two (2) business days after Contractor has received notification of clearance.
- K. DMV Interface for Monthly Payment File** - Contractor will receive payment files from DMV as available (currently monthly) and update DMV transactions into County's database, providing reporting for reconciliation purposes.
- L. Document Exchange/Transfer** – County will scan all manual tickets, appeals and other documents and electronically transmit to Contractor. TDS will provide an SFTP secure access for the transfer. Contractor will provide electronic reporting using ReportNet. Reports are available at any time for multiple years and months and can be printed and/or emailed as desired. Customers with mobile devices will be given postpaid shipping labels for transfer of devices to be repaired.
- M. Collection and Payment Processing** - Contractor will provide the following collection and payment processing services for County:
 - Provide P.O. Box where payments, administrative review correspondence, and other documents are mailed within San Mateo County
 - Courier pickup from P.O. Box daily
 - Open all mail enter and process payments received by mail within one (1) business day, including opening all mail received, entering suspense date, verifying payment amounts, updating computer system, and make daily bank deposits directly into an County assigned bank account
 - Process all correspondence within two (2) business days from the date of receipt
 - Sort and batch all correspondence by postmark date. Envelopes shall be kept on file with correspondence
 - Track rebilling on partial payments, non-payment of approved payment plans, checks returned for insufficient funds, vehicle change of ownership, re-entered citations for payment
 - File and store all source documents in an easily retrievable system
 - Respond to reasonable non-judicial public inquiries by phone or mail
 - Return questionable mail to County for decision
 - Provide reporting of bank deposits made for each County within one day following the deposit
 - Provide toll-free number for citizen inquiries
 - Provide reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report for County to pay surcharges. Contractor will scan checks and deposit parking funds (remote deposits) into County's bank account. This method is safe, secure and efficient. Checks never leave our facility. Check scanning hardware and software is provided by County for its specific banking requirements.
 - Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the County.

- Customers not set up for bank check scanning will incur additional courier fees.

N. Out of State Citations - Contractor will process citations for non-California license plates by entering the citation information into the system database and report them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. Contractor will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. Contractor will receive payment from County based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued.

O. Public On-Line Access - www.pticket.com - Contractor will supply a web site for public use allowing the receiver of a parking violation to enter the parking citation number or other identifying information in order to view parking citation data on line in real time. The website incorporates the highest level of data security and data privacy in the industry. Web-based data traffic, which includes names, addresses, parking ticket numbers or credit card numbers is encrypted using the highest level of industry standard encryption. Public access will include access to current citation status, including status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to show proof of correction for correctable violations, how to submit claims of indigence prior to a hearing, and addresses for paying in person or by mail.

The pticket.com website must be available for use by the County and the public at least during business hours (8 a.m. to 5 p.m. Pacific Time Monday through Friday). If the pticket.com website is unavailable for use by the County or public, outside of previously scheduled maintenance, during business hours for one to five days per month, then the Contractor shall provide the County with a Service Credit of 25% of the total Contractor service invoice amount for the month. If the pticket.com website is unavailable for use by the County or public, outside of previously scheduled maintenance, during business hours for more than five days per month, then the Contractor shall provide the County with a Service Credit of 50% of the total Contractor service invoice amount for the month.

P. IVR and Web Payment Systems - Payment by Credit Card - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, Contractor will accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Payees are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies will be paid to a Contractor bank account and reconciled monthly. County will receive a credit card post log which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the County's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Contractor master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. Contractor will provide all services regarding reconciliation, reactivation of charge backs, etc. The County will not be involved in the daily processing.

Q. Administrative Adjudication Processing - Contractor will provide for the processing of requests for contesting citations, allowing for County processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system will be done in real time and linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered

within two (2) business days of receipt. Adjudication documents will be stored for two (2) years from their activity date and then shredded. Contractor will notify County of citations that have been found Not Liable that need refunds, so the County can issue the refund. Contractor will schedule combined San Mateo County Hearings up to three (3) weeks in advance, according to citizen selection by location and day of week in one of the San Mateo County locations. Hearings may be scheduled manually if requested. Contractor will print and mail (by first class mail) customized hearing notification letters to County and respond to inquiries from County and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location. Contractor will provide the capability to use customized text, such as liable reason codes, in letters for County and re-send letters should change or reschedules occur. Contractor agrees to provide all information required under the Vehicle Code in a timely manner at no additional cost to the County should an appeal be made to the Superior Court.

- R. Payment Plan** – The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers when necessary for indigent and non-indigent individuals. Plan requests will be submitted to the County for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.
- S. Paperless Appeals (eAppealsPRO & Scanning)** - Contractor will provide online appeal capability for the public to appeal their citations online. Contractor will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. Contractor will provide an online application to access the appeals, which will be searchable and sortable. Contractor will keep an electronic history of processed appeals for at least two years.
- T. Independent Hearing Examiner Services** - Contractor will contract with Independent Third-Party Hearing Examiners to provide fair and impartial hearings for County and the public. Contractor will provide a monthly report of hearing results by citation number. The Independent Third-Party Hearing Examiners will meet all training, education and other requirements specified in the California Vehicle Code which apply to the performance of administrative hearings.
- U. Online Inquiry Access and Support for County's Staff** - Contractor will provide access to the parking citation database via a web page using a secure log-on procedure. County shall be provided access to their own database and inquiry-only access to databases for the other County Agencies. This access includes citation inquiry by citation number, license plate number, full or partial name and VIN (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view NOTES, post dismissals/payments, view daily deposits made at Contractor's facility and view daily file transfers sent from the handheld ticket writer software and received at Contractor's facility. A "NOTES" feature will allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by other inquiry function users. Contractor's technical staff will provide support during normal business hours. Technical support will be provided for any communication or logon problems as well as immediate technical support when problems arise in the uploading, downloading and transferring of files.
- V. ICS Collection Service - Special Collections** - Contractor will transfer outstanding citations (DMV No-Holds, DMV Transfer of Ownership Releases, Non-California plates, citations delinquent over 90 days) and any other citations deemed as delinquent citations by County into the ICS system on a weekly basis. Up to two collection

letters will be mailed for each ICS account requesting payment. Payments will be processed daily and deposited to the County's regular citation processing bank account. The Contractor's Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting will show all accounts moved to the ICS system and all payments received due to ICS efforts.

W. Franchise Tax Board Offset Program - Contractor will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process. and provide complete reporting and reconciliation for the FTB process. County will be required to complete required FTB paperwork and forms (with Contractor's assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

X. Contract Requirements

- Privacy and Security of County Data- Contractor agrees to keep all County data private and secure and will not share, sell, or otherwise access the County data for reasons other than the normal processing of parking citations or as otherwise required by law.
- Notice of Security Breach – Contractor must immediately notify the County when it discovers that there may have been a data security incident that has or may have resulted in compromise to the County for purposes of this Section, “immediately” is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability and must promptly alert the County of any such circumstances, including information sufficient for the County to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of the County, the Contractor will be liable for paying for the following costs to remediate any such unauthorized disclosure:
 - The reasonable cost of providing notice of the breach to individuals affected by such breach;
 - The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
 - The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and any other service required by applicable law.

The Contractor must provide any information and/or support to the County in issuing the actual notification and at the County's sole discretion, the Contractor must provide actual notification if the County desires. This section will survive termination or expiration of this Agreement.

Confidentiality of all other data and materials - In addition to the data security and privacy requirements detailed above that apply to the County, any other County data or materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

- **System Backups** - All systems will be backed up daily to insure safety of data in the event of a power outage or natural disaster. All backup data should be transferred and stored off-site for disaster recovery.
 - **Subcontracting** - No portion of the Agreement, other than the independent administrative hearings, shall be permitted to be subcontracted to another private or public agency without express written approval from the County. Contractor must disclose the nature of work being subcontracted, and the name of the private or public agency which shall perform the work.
 - **Vehicle Code Compliance** - Contractor will comply with all requirements of the California Vehicle Code in regard to processing and adjudication of citation records sent by the issuing agency during the entire term of this Agreement, including extensions if any.
 - **Right to Audit** - If County requests it, an auditor shall be hired to perform a financial and/or performance audit. The County shall pay the cost of the audit upon the written approval of auditor's cost.
 - **Meeting Attendance** - Contractor will be available to attend County meetings as needed at Contractor's own expense.
 - **Transition to Next Contractor** - In the event of a future change of vendor, Contractor agrees to fully cooperate in any transition. This shall include but not be limited to provision of data in an acceptable electronic format, provision of information as requested by the County to facilitate a future RFP process, and assistance with any and all transition processes necessary to provide for uninterrupted services to the County.
- Y. Software Disclosure** - The Contractor may subscribe to various third-party software services for the purpose of automating input of various fields of information into the citation information while writing a ticket. The third-party software services may include but are not limited to Google Maps, Google location services GPS, LPR Services, and VIN lookups. The Contractor reserves the right, should these services terminate, to disable those services in the software at any time. These services are integrated in to the ticketPRO software for convenience and do not affect the issuance of citations. Manual entry of information into the citation is never affected by these third-party software services and is always available.
- Z. Termination** - Termination fee of \$950 per unit at the outset, and each subsequent month reduced \$18 per month per unit.
- AA. Consolidation** - The County will have the option to consolidate any contracts, including options exercised through the expiring contract, at no cost. Devices in the previous contracts will be upgraded at no cost to the latest device and software platform.
- AB. Optional Services:**
- 1) Interfacing with Coplink and Moovel.
 - 2) Provision of Automated Ticket Media - Contractor will provide paper ticket stock for electronic citations. See exhibits.
 - 3) Racial and Identity Profiling Act (RIPA) CA- The Contractor is currently working on a RIPA application that would be an optional service. If the RIPA option is exercised by the County, it will coincide with the length of this contract.
- AC. Training** - The Contractor will provide training for software and hardware. The Contractor will provide training manual and videos to the County. Training will include step-by-step manual as well as video tutorials on how to issue citations, access back-end ticket reporting portals. Training, equipment initialization and setup will be provided by the Contractor and is included in the lease of the ticketwriters. The Contractor will provide RemoteConnect support for devices while in the field.
- AD. Software Development** - If the County requires any additional software development for special projects and/or programs. The County will work with the Contractor on a scope of work to determine the specifications

and requirements and the Contractor will provide the cost estimate and timeline.

3. EQUIPMENT LEASING SERVICES

A. Leasing Options - County may add devices at any time throughout the life of the contract for the leased price. If a new device is leased, the new device's lease will rollover to the next contract with the Contractor with no termination penalties. If the County does not exercise the option to renew the contract with the Contractor, the County agrees to pay the termination fees:

- 1) ticketPRO Magic (parking citations): \$950 per unit at the outset, and each subsequent month reduced \$18 per month per unit.
- 2) ticketPRO nFORCER All-in-One (moving citations): \$4,000 per unit at the outset, and each subsequent month reduced \$75 per month per unit.

B. Warranties - The Contractor will provide to the County the full benefit of any warranties provided by the manufacturers of the equipment, parts, materials, hardware, firmware, and software provided under this Agreement.

- 1) The Contractor will be responsible for the maintenance and repair of the equipment under normal wear and tear. In the event that any hardware stops functioning properly, County staff will drop off the malfunctioning hardware at the Contractor's office for repair or replacement and the contractor will replace or repair the malfunctioning hardware within 48 hours of drop off.
- 2) The Contractor will keep 10% of the total leased handhelds as back-up Ticketwriters available to loan to the County until the hardware is replaced or repaired. The contractor is responsible for all error and omissions and is expected to pay for all warranty and/or required third-party repair work as a result of errors and omissions.
- 3) The Contractor will provide a parts and repairs fee schedule for anything not included in the above warranties to the County for the term of the contract.

C. Upgrades - The Contractor must substitute the hardware during the Lease Term if it is mutually agreed upon by both parties. The upgraded supported devices will provide better improved functionality.

D. Additional Supplies Not Included in Lease

- Replacement Batteries, AC Adapters and Accessories: The Contractor will make replacement batteries, AC adapters or charging stations and accessories available to the County for purchase at then-current prices.
- Citations and Envelopes: The lease does not include citation forms or envelopes, which the Contractor will provide to the County at then-current prices, which will vary by quantities ordered. Citations are water and heat resistant poly-thermal, and standard and custom designs are available. Envelopes are preprinted with the payment address and online payment options.
- Replacements for Damaged/Lost/Stolen hardware:
 - Contractor will provide fully configured replacement ticketPRO Magic Ticketwriters for \$950 each
 - Contractor will provide fully configured replacement ticketPRO nFORCER Ticketwriters for \$4,000 each
- Return of hardware: At the end of the lease term, all hardware will be returned to Contractor in good working order. If equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required for discontinuation of that lease.

EXHIBIT B
Payments & Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Traffic/Moving Citation Services and Fees

A. Equipment Leasing Fees: County will pay Contractor according to the following rates and terms.

ticketPRO nFORCER All-in-One

Location	Qty	Rate	Term	5 Year Cost
City of Half Moon Bay	8	\$225 per month per unit	5 years	\$108,000.00
Coastside Patrol Bureau (Moss Beach – Unincorporated Patrol)	10	\$225 per month per unit	5 years	\$135,000.00
Headquarters Patrol (Unincorporated Patrol)	14	\$225 per month per unit	5 years	\$189,000.00
Headquarters Patrol (Township of Woodside)	4	\$225 per month per unit	5 years	\$54,000.00
Headquarters Patrol (Township of Portola Valley)	2	\$225 per month per unit	5 years	\$27,000.00
San Carlos Police Bureau (City of San Carlos)	10	\$225 per month per unit	5 years	\$135,000.00
Millbrae Police Bureau (City of Millbrae)	4	\$225 per month per unit	5 years	\$54,000.00
Millbrae Police Bureau (North County Substation)	4	\$225 per month per unit	5 years	\$54,000.00
Transit Police Bureau (San Mateo County Transit District)*	9	\$225 per month per unit	5 years	\$121,500.00
TOTAL DEVICES	65			Total \$ 877,500.00

*The Transit Police Bureau devices will include parking and Caltrain fare evasion software

- 1) Contractor will provide two (2) screen protectors at no charge to the County for each device leased if compatible with the device.
- 2) The Contractor will cover ten (10) cracked screen incidences at no charge to the County.
- 3) One hundred (100) USB-C car chargers.
- 4) Ten (10) high capacity batteries for motor unit.

B. Device Features: Lease agreement will include the following:

- 1) ticketPRO nFORCER all-in-one
- 2) Built-in Biometric Finger Scanner
- 3) ticketPRO Magic Software and License (Traffic Enforcement Software for all three jurisdictional counties (San Francisco, San Mateo & Santa Clara)
- 4) ticketPRO Magic Software Setup/Configuration: Initial setup and installation of software with County specific information - Includes 1-day training
- 5) ticketPRO Magic Software Maintenance and Support: Remote servicing and updates, user support including RemoteConnect assistance, and email support
- 6) Managed 4G LTE data plan
- 7) 5.7 in. HD Super AMOLED display
- 8) Android OS
- 9) GPS

- 10) High Resolution Camera
- 11) IP65 Rated
- 12) Internal Li-ion 3000 mAh Battery
- 13) Hot swappable Battery
- 14) Integrated 3" Thermal Printer

C. Service Fees: The following fees will be charged to the County by the Contractor as these items are processed. Costs will be determined by the quantity processed and will be invoiced to the County monthly.

Fee	Qty	Rate	Term	5 year Cost
Electronic Traffic Citation Processing Fee- County orders citation rolls- Separate Purchase Ordered needed	NA	\$1.50 per citation	5 Years	TBD
Electronic Traffic Citation Processing Fee- Turbo Data provides citation rolls at no extra cost	NA	\$1.80 per citation	5 Years	TBD
Traffic Processing System Access/Hosting Fee. Single site; includes services below	0	\$300.00 per month	5 years	N/A
Traffic Processing System Access/Hosting Fee. Multiple sites; includes services below:	1	\$600.00 per month	5 years	\$ 36,000.00
<ul style="list-style-type: none"> • Cloud hosting • Electronic Court Integration, export, and maintenance • Electronic TR-100 Corrections • Support for records personnel • Security Account management and maintenance • Web access for viewing records including photos, signatures and biometric images • Daily/Monthly shift summary reporting • Citation copy reprint for officer and public • Ongoing back-office support and enhancements 				

D. Additional Lease Options for Traffic/Moving Devices

Traffic Equipment 5-year lease (Includes all items listed in Purchase Option)	nFORCER-II Print	nFORCER-II Scan	nFORCER-II ID	nFORCER-II ID/Scan
nFORCER-II 5 Year Lease- Traffic Ticket Writers (per unit/month)	\$150.00	\$175.00	\$200.00	\$225.00
nFORCER-II 4 Year Lease- Traffic Ticket Writers (per unit/month)	\$170.00	\$200.00	\$230.00	\$260.00
nFORCER-II 3 Year Lease- Traffic Ticket Writers (per unit/month)	\$200.00	\$240.00	\$280.00	\$320.00
nFORCER-II 2 Year Lease- Traffic Ticket Writers (per unit/month)	\$255.00	\$320.00	\$380.00	\$440.00
nFORCER-II 1 Year Lease- Traffic Ticket Writers (per unit/month)	\$430.00	\$555.00	\$680.00	\$800.00

E. Purchase Options for Traffic/Moving Devices

Traffic Equipment Purchase	nFORCER-II Print	nFORCER-II Scan	nFORCER-II ID	nFORCER-II ID/Scan

nFORCER-II Purchase- Traffic writers (Each)	\$2,700.00	\$3,400.00	\$3,850.00	\$4,500.00
Support/Maintenance/Data Plan Required for each nFORCER Ticket Writer purchase (each)	\$80.00 per month for all options			
Configuration & Setup (each)	Waived (normally \$100.00)			
Training	Included			

F. Lease to Purchase Option for Traffic/Moving Devices

The County will have the option to purchase any leased Traffic/Moving device throughout the contract. The price for the purchase would be **\$94/unit/month left on the lease**. For example, 18 months into the 60-month contract, the County decides to purchase the nFORCER the cost would be: \$94 X 42 months or \$3,948. \$80 per month Communications and Support Fee required for service.

G. Accessories and Extended Warranty

nFORCER-II accessories and options		
Item	Description	Price
1	Single Dock with power supply	\$ 219.00
2	Single Dock without power supply (used with quad base)	\$ 195.00
3	Quad Dock base only	\$ 365.00
4	Quad Dock base with docks	\$ 1,147.00
5	Hot swap Battery	\$ 138.00
6	Carry case	\$ 39.00
7	USB Car charger	\$ 50.00
8	USB AC Adapter	\$ 65.00
9	Hand Strap	\$ 24.00
10	Top Strap	\$ 24.00
11.	High-Capacity Hot Swap Battery	\$ 180.00

Five (5) Year extended Manufacturer Warranty

- Free from defects in materials and workmanship, under normal intended use
- 10 business day turnaround for repairs
- Consumables not covered

H. Upgrades - Through the life of the contract, if the equipment being leased to the County becomes obsolete or no longer supported by the contractor, the contractor shall upgrade the leased equipment to a supported product similar or exceeding the current leased item at no cost to the County.

2. PARKING CITATION SERVICES AND FEES

A. Equipment Leasing Fees - County will pay Contractor according to the following rates and terms.

ticketPRO Magic two-piece devices

Location	Qty	Rate	Term	5 Year Cost
Coastside Patrol Bureau (Moss Beach – Unincorporated Patrol)	2	\$87 per month per unit	5 years	\$ 10,440.00

Headquarters Patrol (Unincorporated Patrol)	5	\$87 per month per unit	5 years	\$ 26,100.00
San Carlos Police Bureau	4	\$87 per month per unit	5 years	\$ 20,880.00
North County (Unincorporated Patrol)	2	\$87 per month per unit	5 years	\$ 10,440.00
Hospital Security	1	\$87 per month per unit	5 years	\$ 5,220.00
TOTAL DEVICES	14			Total: \$73,080.00

- 1) County will notify the Contractor of which parking database should be used for each of the leased handheld devices listed.
- 2) Contractor will provide two (2) screen protectors at no charge to the County for each device leased if compatible with the device.
- 3) Contractor will cover two (2) cracked screen incidences at no charge to the County.

B. Service Fees: The following fees will be charged to the County by the Contractor as these items are processed. Costs will be determined by the quantity processed and will be invoiced to the County monthly.

Fee	Rate	Term
Electronic Parking Citation Processing Fee – County orders citation rolls - requires Separate Purchase Order	\$.40 per citation	5 Years
Electronic Parking Citation Processing Fee- Turbo Data provides citation rolls (2 inches) at no extra cost	\$.50 per citation	5 Years
Electronic Parking Citation Processing Fee - Turbo Data provides citation rolls (3 inches) at no extra cost	\$.55 per citation	5 Years
Manual Parking Citation Processing	\$.70 per citation	5 Years
Notice Processing	\$.76 per citation	5 Years
Final Notice Letters	\$.76 per letter	5 Years
DMV Hold Letters	\$.76 per letter	5 Years
Administrative Adjudication - per appeal	\$1.50 per appeal	5 Years
Adjudication Letters-per letter	\$.76 per letter	5 Years
Administrative Hearings	\$25.00 per hearing	5 Years
Out of State Processing - % of revenue collected	25%	5 Years
Collections for Citations delinquent over 90 days (ICS)	25%	5 Years
Franchise Tax Board Processing - % of revenue collected	25%	5 Years
Payment Plans Entered	\$5.00 per plan	5 Years
Payment Plans Letters Mailed	\$0.76 per letter	5 Years
Banking Services Options- Scan Checks directly into Agency Bank Account	No Charge	5 Years
Banking Services Options- Courier Daily Bank Deposit Service (Monthly Fee)	\$200.00	5 Years

Postal Rate Increase Offset - If postal rates increase during the term of this agreement notice, letter fees to TDS shall be raised immediately to offset the effect of the postage rate increase.

3. INVOICING PROCEDURES

- A. County shall pay Contractor upon receipt of an invoice for services rendered. Each invoice must include the following information at a minimum.
- Agreement Number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced
- B. Contractor shall prepare and submit an invoice for payment of services rendered five business day after last day of the month with the policies and procedures established by the County Controller's Office. In any event, the total payment of services of Contractor shall not exceed **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within thirty (30) days from the date of applicable undisputed invoice

ATTACHMENT I

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

The undersigned (hereinafter called "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: Roberta J. Rosen

Name of Contractor(s): Turbo Data Systems, Inc.

Street Address or P.O. Box: 18302 Irvine Blvd 200

City, State, Zip Code: Tustin CA 92780

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

Signature:

DocuSigned by:
Roberta J. Rosen
3DE4107DA9834B4...

Title of Authorized Official:

President

Date:

4/27/2021 | 11:45 AM PDT

*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."