
AMENDMENT TWO

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

THIS SECOND AMENDMENT to the existing Agreement, originally entered into on September 12, 2006, is made and entered into this _____ day of _____, 2014, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **TURBO DATA SYSTEMS, INC.**, hereinafter called "Contractor."

WITNESSETH:

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

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

WHEREAS, on June 7, 2011, Amendment One was approved which extended the term three (3) years to June 30, 2014; and

WHEREAS, it is now the mutual desire and intent of the parties to make further modifications and amendments to this Agreement, extending the term one (1) year to June 30, 2015, and reducing the fees associated with processing citations.

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

1. Section 1. Exhibits and Attachments, of the Agreement, is hereby deleted in its entirety and replaced with the following:

1. **EXHIBIT AND ATTACHMENTS.**

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

Exhibit A - Services

Exhibit B - Payments & Rates (Revised July 2014)

Attachment I - §504 Compliance

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

4. **TERM AND TERMINATION.**

- Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2006** through **JUNE 30, 2015**.

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

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

3. "Exhibit B – Payments & Rates (Revised July 2011)", to the Agreement is hereby deleted in its entirety and replaced with "**Exhibit B – Payments & Rates (Revised July 2014)**", attached hereto and incorporated herein.
4. All other terms and conditions of the agreement dated September 12, 2006, between the County and Contractor, as amended on June 7, 2011, shall remain in full force and effect.

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

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

TURBO DATA SYSTEMS, INC.


SIGNATURE


PRINTED NAME

DATE: 4/29/2014

EXHIBIT B - PAYMENTS & RATES

(REVISED JULY 2014)

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

1. FEE SCHEDULE.

Per Citation/Processing Fee - Electronic (entered <i>within</i> 48 hours)	\$1.20
Per Citation/Processing Fee - Electronic (entered <i>after</i> 48 hours)	\$1.35
Per Citation/Processing Fee - Hand Written	\$1.35

Out of State Processing:

Paid Off Windshield Notice	No additional charge
Additional Processing Required - % of collections	25%
Administrative Adjudication Processing - price per citation entering the process	\$3.75
Administrative Hearings	\$20
Reminder Notices	per notice mailed \$0.72
Final Notices, DMV Hold Letters, and Other Mailings	\$0.72
Credit Card by Phone and Internet – Cost to County	no charge
Credit Card by Phone and Internet – Cost to Public	\$3.95
Online System Access - City Personnel – 1 st Workstation	no charge
Per month for additional stations	\$40
Online System Access - Public	no charge
Parking Information Portal and Online Reporting Access	no charge

Other Fees:

Advanced Collections	25% of collected revenue
Interagency Offset Program (through FTB):	
Charge for Notice	to be determined
Social Security Lookup	to be determined
Collected Revenue	to be determined

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

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

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