

REPORT TO CITY COUNCIL

DATE: DECEMBER 8, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
JESSICA CLEAVENGER, SENIOR PLANNER

SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH
TURBO DATA SYSTEMS, INC. FOR ADMINISTRATIVE CITATION
PROCESSING AND COLLECTION SERVICES FOR FISCAL YEARS
2021-2023

The purpose of this item is to seek City Council approval for the City to enter into a second agreement with Turbo Data Systems, Inc., for Fiscal Years 2021-2023. The City has previously entered into an agreement with Turbo Data Systems Inc., for Las Virgenes Parking Citation Processing and Collections. Under the proposed agreement, Turbo Data Systems Inc., would provide Administrative Citation Processing and Collection services that include data entry, mail processing, revenue collection, notice mailing, and online payment processing and inquiry. Both agreements, the previously entered into agreement for Las Virgenes Parking Citation Processing and Collections and the proposed agreement for Administrative Citation Processing and Collection services, are for a total not-to-exceed fee of \$25,000. As the combined fee of both agreements exceeds \$25,000, the item requires City Council to express authorization for the City Manager to sign on behalf of the City pursuant to the Agoura Hills Municipal Code §2107(q) for the approval of the proposed agreement.

Turbo Data Systems Inc., has provided a proposal (Attached as Exhibits A and B) outlining the specific scope of work and associated fees.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council express authorization for the City Manager to sign on behalf of the City an agreement for Administrative Citation Processing and Collection Services with Turbo Data Systems, Inc., for the fiscal years 2021-2023 for a not-to-exceed fee of \$25,000.

Attachment: Agreement for Administrative Citation Processing and Collections (with Exhibits A and B)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Turbo Data Systems, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Roberta J. Rosen
CONTRACTOR'S ADDRESS:	18302 Irvine Blvd Ste. 200 Tustin, CA, 92781
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Jessica Cleavenger
COMMENCEMENT DATE:	December 9, 2021
TERMINATION DATE:	June 30, 2023
CONSIDERATION:	Contract Price Not to Exceed: \$25,000/yr.

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND TURBO DATA
SYSTEMS, INC.**

THIS AGREEMENT is made and effective as of December 9, 2021, between the City of Agoura Hills, a municipal corporation ("City") and Turbo Data Systems, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 9, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed twenty-five thousand dollars (\$25,000) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and

approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed

to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Turbo Data Systems, Inc.
18302 Irvine Blvd Ste. 200
Tustin, CA 92781
Attention: Roberta J. Rosen

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-

contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Nathan Hamburger,
City Manager

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

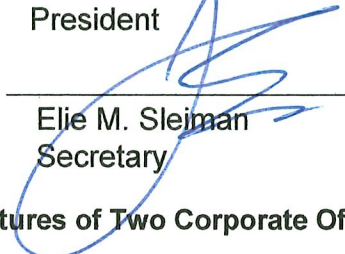
APPROVED AS TO FORM:

Candice K. Lee
City Attorney

CONTRACTOR

Turbo Data Systems, Inc.
18302 Irvine Blvd Ste. 200
Tustin, CA 92781
Roberta J. Rosen
T: 714-368-4808

By: 
Name: Roberta J Rosen
Title: President

By: 
Name: Elie M. Sleiman
Title: Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED



Administrative Citation Processing
&
Collections



Submitted August 31, 2021

Table of Contents

- 1. Introduction 3

- 2. Description of Basic Service
 - 2.1 Data Entry 3
 - 2.2 Mail Processing 3
 - 2.3 Revenue Collection..... 3
 - 2.4 Notice Mailing 3
 - 2.5 Customer Online Web Access to Database 4
 - 2.6 Citizen Online Payment/Inquiry 4
 - 2.7 Innovative Collection Services (ICS) 4
 - 2.8 Franchise Tax Board Payment Collection 4

- 3. Costs {See Exhibit B - Payment Rates and Schedule}
 - Budgetary Cost Proposal..... 5

- 4. Sample Letters
 - 4.1 Administrative Citation Notice..... 7
 - 4.2 Administrative Citation Final Notice..... 8
 - 4.3 Delinquent Collection Notice 9
 - 4.4 Delinquent Collection Final Notice..... 10
 - 4.5 Sample Franchise Tax Board Collection Letter 11

Since 1985, Turbo Data Systems (TDS) has provided citation processing services for scores of California cities, agencies, and educational institutions. TDS customers have achieved exceptional results in citation payment collection through our efficient and cost effective services. They have stayed with TDS because of our outstanding customer service and technology driven solutions.

Basic service includes Data Entry, Mail Processing, Revenue Collection, Notice Mailing, and Online Inquiry via Web.

1 Introduction

Turbo Data Systems, Inc. is proposing to provide Administrative Citation Processing Services. Following is a description of the proposed service as well as the cost.

2 Description of Basic Service

The service is designed to provide core services to support Administrative Citation issuance. This includes: Data Entry, Mail Processing, Revenue Collection, Notice Mailing, and Online Payment and Inquiry.

2.1 Data Entry

Administrative Citations issued by officers will be batched or scanned and forwarded to TDS. When received, the citations will be entered into the Administrative Citation database.

2.2 Mail Processing

Correspondence and payments sent by violators will be mailed to a designated P.O. Box. A TDS courier will pick up the mail from the post office. All mail will be opened and separated between correspondence and payments. Any correspondence will be forwarded to the client. Payments will be processed as described in the following paragraph.

2.3 Revenue Collection

Payments will be sorted by post mark date and batched. They will be forwarded to the Collection staff for data entry. Once the payments are posted and the revenue is balanced, a deposit will be prepared, and checks will be scanned into your banks check depositing feature.

2.4 Notice Mailing

Unpaid accounts will be mailed a reminder notice. The notice will demand payment for the uncollected amount and provide information on payment options including addresses and methods of payments. Delinquent dates and amounts will be provided on the notices. A Final Notice will be mailed after the delinquent penalty is applied.

2.5 Customer Online Access to Database

TDS will provide Online Access to the Administrative Citation Database. This access will allow authorized staff to inquire on citations and search for specific information.

2.6 Citizen Online Payment/Inquiry

TDS will provide a website that the public can use to inquire on and pay for their citations online. The website will accept payments made with Visa, MasterCard or Discover.

2.7 Innovative Collection Services (ICS)

TDS will provide follow-up collection for delinquent accounts. This service is at no cost to the City unless monies are collected, and we will provide up to two delinquent collection letters.

2.8 Franchise Tax Board Payment Collection

TDS will provide collection services utilizing the Franchise Tax Board Interagency Offset Program. This service is at no cost to the City unless funds are collected from the program. We provide SSN lookup and letter mailing at no charge.

2.9 ticketPRO Mobile Software/Hardware for e-Citations

TDS offers ticketPRO Mobile administrative citation software for use with Android smartphones with Bluetooth printers or our nFORCER all-in-one solution with built-in smartphones and printer. ticketPRO Mobile is available through purchase or lease. Quotes can be provided separately.

3 Costs


Costs for all services are included in the attached Budgetary Cost Proposal. Please note that the price of all notices include postage and will not be billed separately.

4 Sample Letters

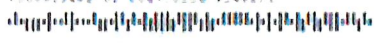

A few of our customized letters are included for your review.

Administrative Citation Final Notice

CALIFORNIA CITY
 P O BOX 467
 TUSTIN CA 92781-0467



TURKISHIA AUTO 3 00017 936
 700001242 01 0047 0330 1364271

FINAL NOTICE
 BEFORE NOTIFICATION TO COLLECTION AGENCY


NOTICE SUMMARY

Notice Date: 05/29/2012
Total Amount Due Now: \$450.00
Citation Number: AC050139

PAYMENT INSTRUCTIONS

TO PAY BY CREDIT CARD

- Pay online: www.pticket.com/california/city
- There is a \$4.00 or 3% processing fee per citation



TO PAY BY MAIL

1. Send check or money order. NO CASH. (US funds only)
2. Print citation number(s) on your payment
3. To insure proper credit, return the bottom portion of this notice with your payment
4. Make payable to: **CALIFORNIA CITY**

PLEASE SEE REVERSE SIDE FOR ADDITIONAL OPTIONS.

NOTICE DETAIL


Citation #	Location	Date / Time	Code Sections Violated	Amount
AC050139	BAY AVE / 78TH ST	03/14/2012 08:55	CCMC 6-1 103(A)1 DOG LICENSE REQUIRED	450.00
			CCMC 6-1 103(A)2 DOG LEASH REQUIRED	
			CCMC 6-1 103(A)3 RABIES VACCINE	
Total Amount Due Now:				\$450.00

RETAIN THIS PORTION FOR YOUR RECORDS


PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - USE THE ENCLOSED ENVELOPE

Citation #	Date / Time	Code Sections Violated	Amount
AC050139	03/14/2012 08:55	CCMC 6-1 103(A)1 DOG LICENSE REQUIRED	\$450.00
		CCMC 6-1 103(A)2 DOG LEASH REQUIRED	
		CCMC 6-1 103(A)3 RABIES VACCINE	

Notice Date: 05/29/2012
Total Amount Due Now: \$450.00




CALIFORNIA CITY
 P O BOX 2081
 TUSTIN CA 92781-2081



PROPRIETARY & CONFIDENTIAL

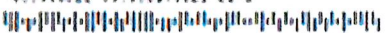

Delinquent Collection Notice

P O BOX 467
TUSTIN CA 92781-0467



Client: FULLERTON POLICE BOOKING FEES

7746410A 0-01000 900
0000000000 001000010000 01 1

INNOVATIVE COLLECTION SERVICES

ACCOUNT TYPE	ISSUE DATE	ACCOUNT NUMBER
ADMIN CITATION	03/11/2014	14000902 DL2

NOTICE DATE	DEBT AMOUNT	COLLECTION FEE	TOTAL DUE
06/11/2014	\$300.00	\$90.00	\$390.00

IMPORTANT:
To stop this from becoming a mark on your credit please take care of this promptly.
Innovative Collection Services is a collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

FOR MORE INFORMATION
www.pticket.com/fpdbook or (800) 211-6053
(enter the first 8 characters of the account number)

NOTICE

Your past due account has been assigned to us for collection. We would appreciate a prompt response to this demand to eliminate further collection action.

Due to the delinquency of this citation, you no longer have the right to claim the citation was issued in error. Prior notification regarding this debt has been mailed to you with no response.

Payment must be made within 10 days to avoid further collection efforts. When payment has been made in full, this account will be closed.




Please send the amount due immediately, making your check or money order payable directly to our client. We have pre-addressed the lower portion of this letter for your convenience.

See Consumer Rights information on reverse side.

PAYMENT INSTRUCTIONS

TO PAY BY CREDIT CARD

- Pay online: www.pticket.com/fpdbook
- There is a \$4.00 or 3% processing fee per citation.

TO PAY BY MAIL


- Send check or money order. NO CASH (US funds only)
- Print account number on your payment
- To insure proper credit, return the bottom portion of this notice with your payment
- Make payable to: FULLERTON POLICE BOOKING FEES

Please return this portion with your payment -- Use the enclosed envelope. This will ensure prompt, accurate handling upon receipt. 51


ACCOUNT NUMBER	NOTICE DATE
14000902 DL	06/11/2014

AMOUNT DUE NOW

\$390.00



INNOVATIVE COLLECTION SERVICES
FULLERTON POLICE BOOKING FEES
P O BOX 3500
TUSTIN CA 92781-3500



PROPRIETARY & CONFIDENTIAL

P O BOX 467
TUSTIN CA 92781-0467



Client: SAN CLEMENTE ADMIN CITATIONS

0714129A
0001000396 0010000 0175 07141



**INNOVATIVE COLLECTION SERVICES
FINAL NOTICE**

ACCOUNT TYPE	ISSUE DATE	ACCOUNT NUMBER
ADMIN CITATION	08/15/2010	MC000526

NOTICE DATE	TOTAL DUE
11/10/2010	\$150.00

IMPORTANT:

To stop this from becoming a mark on your credit please take care of this promptly!
Innovative Collection Services is a collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

FOR MORE INFORMATION:
www.pticket.com/scmc or (800) 420-3986
(enter the first 8 characters of the account number)

FINAL NOTICE

You have been given notice of this claim as required by law. Although duly demanded, this account has not been paid. If this matter is not resolved with our client within 10 days, your account will be reported to one or more of the three major credit reporting agencies: Experian, Equifax and TransUnion. This action will impact your credit rating. If you have sold this vehicle, see the reverse side.

Note that due to the delinquency of this citation, you no longer have the right to claim the citation was issued in error. At least two prior notifications regarding this debt have been mailed to you with no response.

We have pre-addressed the lower portion of this letter to our client's mailing address for your convenience. When payment has been made in full, this account will be closed.

See Consumer Rights information on reverse side.

PAYMENT INSTRUCTIONS

- TO PAY BY CREDIT CARD**
- Pay online: www.pticket.com/scmc
 - enter the first 8 characters of the account number
 - There is a \$4.00 processing fee per citation



- TO PAY BY MAIL**
1. Send check or money order. NO CASH (US funds only)
 2. Print account number on your payment
 3. To insure proper credit, return the bottom portion of this notice with your payment
 4. Make payable to: SAN CLEMENTE ADMIN CITATIONS

Please return this portion with your payment -- Use the enclosed envelope. This will ensure prompt, accurate handling upon receipt. ICS2

ACCOUNT NUMBER	NOTICE DATE
MC000526	11/10/2010

If you have already paid this debt, send a copy of the front and back of your cancelled check or money order proving your payment. We will close this account only with verifiable proof of payment.

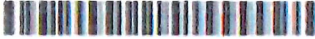





AMOUNT DUE NOW
\$150.00



INNOVATIVE COLLECTION SERVICES
SAN CLEMENTE ADMIN CITATIONS
P O BOX 3500
TUSTIN CA 92781-3500



PROPRIETARY & CONFIDENTIAL

<p>LANCASTER ADMIN CITATIONS P O BOX 467 TUSTIN CA 92781-0467</p>  <p>TX41109 AUTO 3-DIGIT 934 F000001014 01.0014.0141 1219/1</p>  	<p>FRANCHISE TAX BOARD PRE-INTERCEPT NOTICE</p> <p style="text-align: center;">FINAL NOTICE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">ACCOUNT TYPE</th> <th style="text-align: left;">ISSUE DATE</th> <th style="text-align: left;">ACCOUNT NUMBER</th> </tr> <tr> <td>ADMIN CITE-SSN-</td> <td>03/03/2008</td> <td>06100295</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">NOTICE DATE</th> <th style="text-align: left;">TOTAL DUE</th> </tr> <tr> <td>11/12/2010</td> <td>\$200.00</td> </tr> </table> <p style="text-align: center;">FOR MORE INFORMATION www.pticket.com/lancasteradmin</p>	ACCOUNT TYPE	ISSUE DATE	ACCOUNT NUMBER	ADMIN CITE-SSN-	03/03/2008	06100295	NOTICE DATE	TOTAL DUE	11/12/2010	\$200.00
ACCOUNT TYPE	ISSUE DATE	ACCOUNT NUMBER									
ADMIN CITE-SSN-	03/03/2008	06100295									
NOTICE DATE	TOTAL DUE										
11/12/2010	\$200.00										
<p>Our records show that you have a delinquent debt that is now due and payable to the agency listed above. You have 30 days to pay voluntarily before we submit your name to the Franchise Tax Board (FTB) for an interagency intercept.</p> <p>FTB operates an Interagency Intercept program on behalf of the State Controller's Office. FTB collects delinquent debts owed to state and local agencies by intercepting money the state owes the debtor. FTB intercepts the money from tax refunds and state lottery prizes. Once intercepted, the money is redirected to the agency to which the debt is owed. (California Code Sections 12419.2, 12419.5, 12419.7, 12419.8, 12419.9, 12419.10 and 12419.11)</p> <p>If you have any questions or do not believe that you owe this debt, please contact us within 30 days from the date of this letter. A representative will review your objections once they are received. If you do not submit any objections or your objections are insufficient, we will proceed with this action.</p> <p>Details for this account are located on the back of this notice.</p>											
PAYMENT INSTRUCTIONS											
<p>TO PAY BY CREDIT CARD:</p> <ul style="list-style-type: none"> • Pay online www.pticket.com/lancasteradmin • There is a \$7.00 processing fee per citation 	<p>TO PAY BY MAIL:</p> <ol style="list-style-type: none"> 1. Send check or money order. NO CASH. (US funds only) 2. Print account number on your payment 3. To insure proper credit, return the bottom portion of this notice with your payment 4. Make payable to: LANCASTER ADMIN CITATIONS 										
											
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AMOUNT DUE NOW											
\$200.00											
<p>LANCASTER ADMIN CITATIONS P O BOX 3500 TUSTIN CA 92781-3500</p> 											

PROPRIETARY & CONFIDENTIAL

**EXHIBIT B
PAYMENT RATES AND SCHEDULE**

BUDGETARY COST PROPOSAL

BASIC PROCESSING-MANUAL CITATIONS.....\$8.00 per citation

Monthly Minimum for Basic Processing Service Fees\$ 200.00

If the monthly basic processing service fees are less than \$200, a fee will be added to bring the monthly basic processing service fees to \$200.

ONE-TIME STARTUP COST FOR PROCESSING..... Waived

Includes: citation evaluation, database creation, loading officer names/badge numbers into database, loading violation codes into database, loading customized delinquent notice verbiage into database, Client training regarding TDS' processes.

This service includes all the following:

DATA ENTRY (MANUAL)

- Online entry of manual citations
- Online entry of violator name and address
- Online update of payment/disposition information

PAYMENT PROCESSING

- Payment processing for all payments received by mail

ONLINE MONTHLY REPORTING

- Detail and Summary reporting is provided each month

BANK DEPOSITS

- Contractor will scan checks and deposit parking funds (remote deposits) into City's bank account. This method is safe, secure and efficient. Checks never leave Contractor facility. Reconciliation of deposits is included.

COURIER SERVICE

- Daily pick up of mail at a P O Box established by TDS. All other correspondence will be mailed or emailed to and from TDS.

ONLINE INQUIRY ACCESS FOR THE PUBLIC

- Internet access 24/7 that allows the public to view the status of their outstanding citations.
- Information on; payment options, contesting, administrative citation process.
- All notification dates, delinquent dates, late fees, violation descriptions and total amount due for each citation.

- 2. **NOTICE PROCESSING SERVICES**.....**\$0.85 per notice mailed
Includes First Class Postage**
 - Forms, printing, and First-Class mailing of notices
 - Customized verbiage for payment and contesting instructions

- 3. **CUSTOMER SERVICE**.....**Provided by City/Agency**
 - A City/Agency phone number will be included on all notices and letters mailed as a part of this program.

- 4. **ONLINE+ ACCESS TO ADMIN CITATION DATABASE**.....**Included**
 - Secure Internet based access to your database.
 - Customer provides all necessary hardware (PC with Internet access).
 - TDS will provide customers' IT personnel with assistance as needed for initial setup and configuration, required software and ongoing support.

- 5. **INTERNET CREDIT CARD PROCESSING**.....**No charge to City**
 - \$4 Fee (minimum) or 4% of amount paid, whichever is greater, to be paid by Violator
 - Customized notices with the Visa/MasterCard/Discover logo.
 - Violator ability to pay via credit card 24 hours per day, 7 days a week.
 - Immediate approval and updating of payment information to the client's database.

- 6. **INNOVATIVE COLLECTION SERVICES**.....**25% of amount collected**
 - Any notices mailed as a part of this service (ICS) are at no cost to the Agency.
 - The agency may add additional cost recovery fees to offset this amount.

- 7. **FRANCHISE TAX BOARD COLLECTION SERVICES**.....**25% of amount collected**
 - Any notices mailed as a part of this service (FTB) are at no cost to the City.

- 8. **TDS BANK MANAGEMENT****\$100 per month
plus bank fees/charges**
 - This service required if scan check depositing directly into Agency's bank is not provided by Agency.
 - Process deposits into an established joint account setup by TDS for Agency.
 - Handle any NSF checks and process Refund checks. \$3.50 fee per refund check, chargeback and NSF.
 - Pay TDS for services rendered and pay Agency monthly with the balance of the funds.
 - Reconcile the account monthly and provide reporting.
 - A minimum \$500 reserve fund is maintained monthly. Amount subject to change based on account activity. City may be invoiced to replenish account to meet the minimum balance.

- 9. **COST INCREASES**

Postal Rate Increase Offset: If postal rates increase during the term of this agreement, any per notice fee paid to TDS shall be raised immediately to offset the effect of the postal rate increase.

All quoted prices are valid 60 days from the date submitted