

In-person participation by the public will be permitted. In addition, remote public participation is available in the following ways:

Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 1:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

NOTICE OF SPECIAL MEETING CITY COUNCIL OF THE CITY OF ATWATER

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Atwater will be held on **Wednesday, April 3, 2024 at 4:30 PM**, or as soon thereafter as may be held. This meeting will be held in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California.

AGENDA

SPECIAL MEETING CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Ambriz ____, **Button** ____, **Cale** ____, **Raymond** ____, **Nelson** ____



PUBLIC COMMENT: Pursuant to Government Code Section 54954.3, residents wishing to address the City Council regarding **only the items on the agenda may do so when the item is read for consideration**. You may state your name and address for the record; however, it is not required. Please limit comments to three (3) minutes or less. Under the provisions of the California Government Code, the City Council may not discuss or take action on any item that is not on the agenda.

REPORTS AND PRESENTATIONS FROM STAFF:

- 1. Approving a Cooperative Purchase Agreement for Parking Ticket Administrative Services Between the City of Atwater and Data Ticket Inc.**
(Police Chief Salvador)

Staff's Recommendation: Motion to approve a Cooperative Purchase Agreement, in a form approved by the City Attorney, for Parking Ticket

Administrative Services with Data Ticket Inc. of Irvine, California; and authorizes and directs the Interim City Manager or designee to execute the Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

ADJOURNMENT:

Dated this 2nd day of April 2024.



Mike Nelson, Mayor

pc: Mayor and City Council Members
Atwater Signal/Merced Sun Star
Atwater Times
City of Atwater Website



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: April 3, 2024
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED BY: Stefani Durbin, Administrative Assistant
SUBJECT: **Approving a Cooperative Purchase Agreement for Parking Ticket Administrative Services Between the City of Atwater and Data Ticket Inc. (Police Chief Salvador)**

RECOMMENDED COUNCIL ACTION

Motion to approve a Cooperative Purchase Agreement, in a form approved by the City Attorney, for Parking Ticket Administrative Services with Data Ticket Inc; and authorizes and directs the Interim City Manager or designee to execute the Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The Police Department's current contract with Professional Account Management (Duncan) is set to expire on April 1, 2024. For this reason, the Department has sought an agreement with Data Ticket Inc., a California-based company that offers web-based solutions for citation processing, issuance, permit management, and code enforcement. This company currently services both the City and County of Merced and several other local jurisdictions. The City may join in purchases and contracts established by other jurisdictions, provided the cooperative agreement is established following a competitive bid process consistent with the City's competitive process. The City of Merced, a public agency, released a Request for Proposals ("RFP") for parking citation processing and collection services (Exhibit A). Data Ticket Inc. is an authorized vendor.

This is an end-to-end solution that handles all the relevant collection methods as follows:

- Data Entry Services – We offer data entry services performed by a team of dedicated data entry specialists.
- Customer Service – We provide a full-service, bilingual customer service call center and a 24/7 bilingual IVR system that allows citizens to get general information regarding the citation process, specific information on a particular

citation, and allows the citation recipient to pay a citation real-time; In addition, all customer service calls are recorded for quality assurance and can be emailed to our clients upon request.

- Adjudication Services – We provide a full-service Adjudication Department dedicated to ensuring all citations within the adjudication process are handled in a timely manner. All adjudication matters are provided online, eliminating the need to send documents through snail mail. In addition, we work with Independent Hearing Officers to schedule and perform hearings.
- Noticing Services – We provide custom notices for our clients that are sent daily, when each citation is ready to have a notice sent. The timing of notices and penalties is always dependent on each individual agency's requirements.
- DMV Look-up, Holds & Releases – Data Ticket provides these services either combined with our daily citation processing services or separately, as a stand-alone service for our clients who want to process their own citations.
- Online Access for Citation Recipients – We provide a customized website for our client's citation recipients to view their citation, appeal their citation, pay for their citation, and even apply for a payment plan, all real-time.
- Online Access for the Agency – We provide a website for our clients to view citations, key citations, key payments, enter refunds, request refunds, enter notes, enter adjudication dispositions, void, and dismiss citations, and run online, real-time reports; access to each capability is provided only at the request of the client and is provided to each person separately.
- Delinquent Collections – Data Ticket provides delinquent collections that allow our clients to realize greater returns on the citations issued with no upfront cost to the client.
- Customer Service Franchise Tax Board Collections – For our California-based clients, Data Ticket provides FTB collections as an additional collection method. This process has been offered since 2002 and is fully automated.
- Third Party, FDCPA Certified, Collections – Data Ticket partners with a third-party collection agency to collect citations that remain outstanding after the standard notice and/or FTB collection process expires.

There is no outlay to the City and Data Ticket Inc. is paid by a percentage of collected citation fees. Staff recommends approval of a Professional Services Contract for parking management services with Data Ticket Inc.

II. FISCAL IMPACTS:

This item is not budgeted in FY 23-24 as the company deducts from revenues and remits the remaining balance to the Atwater Finance Department.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

Legal has reviewed the professional services agreement attached.

IV. EXISTING POLICY:

This item is consistent with and is a step to complete the Police Department's strategic plan presented on April 8th, 2019.

This item is consistent with goal numbers one (1) and two (2) of the City's Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will coordinate the execution of the Agreement.

Submitted by:



Michael Salvador, Police Chief

Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. Exhibit A

2. Exhibit B
3. Exhibit C



ADMINISTRATIVE REPORT

Agenda Item J.8.

Meeting Date: 6/3/2019

Report Prepared by: Julie A. Trujillo, Deputy Finance Officer, Finance Department

SUBJECT: Approval of Professional Services Agreement with Data Ticket, Inc. to Provide Parking Citation Processing and Collection Services for the Five-Year Period July 1, 2019 Through June 30, 2024 for an Amount not to Exceed \$70,000 Per Year

REPORT IN BRIEF

Considers approving a five-year Professional Services Agreement with Data Ticket, Inc., for an annual amount not to exceed \$70,000, to provide parking citation processing and collections services.

RECOMMENDATION

City Council - Adopt a motion approving a Professional Services Agreement with Data Ticket, Inc. to provide parking citation processing and collections services and authorize the City Manager or the Assistant City Manager to execute all necessary documents.

ALTERNATIVES

1. Approve, as recommended; or
2. Refer matter back to staff for changes; or
3. Deny.

AUTHORITY

Chapter 3.04, Purchasing System, sets forth procedures for contracting for professional services.

CITY COUNCIL PRIORITIES

As provided for in the 2019-20 Proposed Budget.

DISCUSSION

The City contracts with Data Ticket, Inc. to provide parking citation processing and collections. The service includes the processing of payments, appeal scheduling and the Franchise Tax Board (FTB) tax lien participation, obtaining social security numbers, sending notices to customers, filing adjustments on the Data Ticket and FTB databases and monthly reporting. The service also includes their web-based software that allows the City to view all ticket details and collections as well as run standard and custom reports as necessary. Those who have received parking citations can utilize the online tool to pay fines and request a hearing, etc. The current contract is set to expire June 30, 2019.

The City recently conducted a Request For Proposal (RFP) for parking citation processing and collection services. Three companies submitted proposals for consideration, although one was incomplete and considered unresponsive. The remaining two proposals were analyzed based on the following criteria: (1) vendor background and years of experience, (2) quality and availability of on-line information and reporting, (3) quality assurance and technical resources, (4) ability to provide the scope of services the City requires and (5) whether they could meet the City's processing times. The scoring was based on 100 maximum points. The proposals have been evaluated and scored as follows:

<u>Firm</u>	<u>Average Score</u>
Data Ticket, Inc.	96.5
Complus Data Innovations	88

After evaluating the RFPs on completeness of bid, explanation of services and price, staff recommends Data Ticket, Inc.

For the five fiscal years 2014-2018, the total number of citations issued was just under 23,000. Of this amount, 24% of the parking fines were collected "off windshield", which is prior to the first courtesy notice. Another 25.44% were collected after the first courtesy notice and an additional 36.26% were collected after a DMV hold. The total collection rate for this period was 85.7% and the total cost of collections was 16.9% of the revenue collected by Data Ticket on behalf of the City.

IMPACT ON CITY RESOURCES

The estimated cost for the service is an annual amount not to exceed \$70,000 and is based on the number of tickets written and collected. The cost is included in the Police department proposed budget for FY 2019-20. The department will need to include this cost in their budget annually through FY 2024. The new contract will begin on July 1, 2019.

ATTACHMENTS

1. Agreement for Professional Services
2. Exhibit A - Scope of Services
3. Exhibit B - Pricing Schedule
4. Certificate of Liability Insurance



2603 Main Street, Suite 300
Irvine, CA 92614
949-428-7241
ClientServices@DataTicket.com

SCOPE OF SERVICES AND PERFORMANCE AGREEMENT

Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, California 92614
(here-in-after sometimes referred to as "Company")

AND:

City of Atwater
750 Bellevue Road
Atwater, California 95301
(here-in-after sometimes referred to as "Agency")

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

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process parking citations which COMPANY shall receive from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY within seven (7) days of receipt, by COMPANY'S office, for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge



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liability and all refunds and provide all supporting documentation for the AGENCY records.

1.4 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.

1.5 Verification of Ownership: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.6 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.7 Registration Holds: The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.8 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

1.9 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner



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of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.10 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.11 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.12 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.13 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.14 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.



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2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

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

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

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

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint/escrow account between COMPANY and AGENCY is opened, all deposits shall be directly deposited, and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. In the event a Parking Agency does not have enough revenue to pay both the CA parking surcharges and the Data Ticket invoice, the invoice will be paid as priority and the Agency will be responsible for paying the parking surcharges. If only the AGENCY'S designated bank account is



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used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. In that case, AGENCY will supply deposit slips and endorsement stamp to COMPANY.

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

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review and interface of its database, including all citations and information relating to changes in status.

3.2 Patron Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive,” for AGENCY staff depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule and export into Excel for easy flexible reporting.

3.5 Web Site Cost: User ID's and passwords will be assigned to the AGENCY at no cost.

ARTICLE IV – ADDITIONAL SERVICES

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

4.2 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from



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the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.

- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

4.3 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE V - GENERAL

5.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

5.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

5.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

5.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

5.5 Ownership: All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.



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5.6 Property of AGENCY: All documents, records and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than forty-five (45) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY'S computer facilities to AGENCY'S designated point of delivery, plus any open invoices.

5.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

5.8 Consent for Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organizations that are necessary to properly effectuate the terms and conditions of this agreement, unless requested under State or Federal law, subpoena or court order. Agency shall promptly inform Company of any such request or order of disclosure immediately upon receipt by Agency. This Non-Disclosure obligation shall survive the Termination of this Agreement.

5.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

5.10 Storage for AGENCY:

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



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ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners with multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, and violation by officer.

6.2 PCI Compliance Reports/Certificates: Quarterly and Ad Hoc certificates will be sent to the Agency.

6.3 Annual Reports: Annually, COMPANY shall comply with existing state laws.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for an initial period of five (5) years, commencing as of the last date of signature. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term, this Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with this automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY has thirty days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon ninety (90) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.



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7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.

7.4 Costs: Cost shall be charges as set forth in Exhibit A.

ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY’S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within five (5) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless Clauses:

- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.
- B. AGENCY agrees to indemnify, defend and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs and liabilities for loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees arising out of or in connection with the performance by the AGENCY or any of its officers or employees under this AGREEMENT.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY’S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY’S Relationship: COMPANY’S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing



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

ARTICLE XI – INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than two million (\$2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.
- B) Comprehensive automobile liability, owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- C) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – SECURITY PROVISIONS

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by



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949-428-7241
ClientServices@DataTicket.com

COMPANY must complete a background check and must complete annual security awareness trainings.

- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
- C) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.
- D) AGENCY must inform COMPANY of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of California.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



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AS TO THE AGENCY:

**City of Atwater
750 Bellevue Road
Atwater, California 95301**

AS TO THE COMPANY:

**Data Ticket, Inc.
A California Corporation
2603 Main Street, Suite 300
Irvine, California 92614**

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

AGENCY:

COMPANY:

CITY OF ATWATER

DATA TICKET, INC.

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



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EXECUTIVE SUMMARY

Data Ticket, Inc. is a California Corporation that provides parking citation processing and collection services, administrative review and hearing coordination, permit sales and processing, accounting services, customer service and a web-based solution that manages the entire process. Data Ticket has been providing these services for Cities, Counties, Universities, Districts and other Public entities nationwide for over 30 years. Data Ticket was incorporated in California in 1989. We provide expertise to ensure that citations get processed and collected in a timely manner for over 400 Agencies, nationwide.

Data Ticket is located in Irvine, California and employs 52 full time individuals. Our offices are always open to our clients and we encourage in-person communication on a regular basis. Data Ticket, Inc. is a California certified Small Business Enterprise and a California certified Woman-Owned Business Enterprise.

Data Ticket fully understands we are in a service industry that we consider our Client's acceptance of our software and services paramount to our success. When we partner with each Client, the goal is to ensure that each Client is treated as a unique entity, that our Client's Patrons are treated with respect and care, and that our Clients gain compliance and realize increased revenue collection through our comprehensive parking management program.

We attribute much of our success to the fact that our Clients and their Patrons are always treated politely and professionally. Providing easy, clear access for our Clients and their Patrons is of primary importance because it encourages communication between all interested parties, transparency in the data processing for our Clients and prompt payment by Patrons.

Our web-based Solution provides patrons with access to lookup their citation(s), pay for their citation(s), get specific information about their citation(s), appeal their citations and attach supporting documentation and print a receipt; all online, all via real-time data. In addition, the Agency's Patrons will have access to a toll-free, bi-lingual customer service department who will answer general and specific questions about each citation and will accept payment over the phone via a real-time interface. Finally, patrons will also be able to submit payment and appeals to the Agency or to Data Ticket via mail or in person at the Agency's preferred location. All of the types of access we allow are intended to make the process simple for the Agency's patrons so they pay their citations in a timely manner.

Access to the data for Agency Staff is equally as important as is access for the Agency's Patrons. Our Solution provides online access to our Clients to lookup citations, enter notes on citations, process voids, dismissals, reductions, refunds, refund requests, view online reports, print receipts and process and review the adjudication process. Each capability is provided based on the level of access each person is granted.

Data Ticket allows for real-time processing of payments via VISA, MasterCard, Discover, and American Express. Credit/debit card payments are accepted online, via phone with a customer service representative or using our state of the art IVR system or via paper.



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Website payments are updated in the system real-time, as soon as they are authorized and accepted by the bank. Payments are immediately updated to the citation records and receipts can be printed verifying payment for the payer.

Data Ticket's Solution is Payment Card Industry (PCI) certified and our Solution is subjected to both quarterly, scheduled scans of our database as well as unscheduled scans, thus providing the ultimate security for our Clients as well as their patrons.

Our Solution offers all adjudication services via our online appeals website. We allow patrons to place their citations on hold and submit their full explanation and attach backup documentation via the web. This allows patrons to appeal their citation(s) online only if they are eligible to appeal based on the rules set forth by each Agency and the State of California. Once the appeal is submitted, either online or via U.S. Mail, our Solution processes the request and makes it immediately available for an Administrative Review Disposition or it is immediately available to be scheduled for an Administrative Hearing with a certified, independent hearing officer. These individuals review or hear the cases and enter judgments that automatically mark the citation and generate written notification of the results. This notification informs the appellant of the decision and provides additional information if the individual wishes to continue his/her appeal and/or refund information and/or court filing instructions, depending on the appeal decision.

Our Solution provides an Online Reporting capability that allows our Clients to generate and print real-time and month-end reports via the web. These reports can be saved to a network, PC or external drive, copied into Excel for additional manipulation as the Agency wishes or they can simply be viewed. These reports are available to the Agency as long as the Agency is a Client. In addition, when the Agency needs ad hoc reports or additional data, Data Ticket will provide those at no cost.

Data Ticket is experienced at working backlog and delinquent citations, which all agencies seem to have. We have years of experience collecting from "old databases and citations", and we do it carefully and professionally, with the utmost care given to the agency image and collection attitude. Since 2002, Data Ticket, Inc. has been offering additional collections through the Franchise Tax Board's Interagency Intercept Program on behalf of our Clients in order to provide an additional opportunity for collection of delinquent California debts. Many of our agencies have been participating in this program since we began offering this interface and they have all been impressed with the return-rate on collections from this submission.

On behalf of Data Ticket, thank you for the opportunity to provide Parking Citation Processing Collections, Services and Technology as well we excellent Client and Customer Service!



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PROPOSAL FOR THE CITY OF ATWATER

Manual Parking Citation Processing: \$0.70

Services for the above-mentioned items include:

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

Electronic Parking Citation Processing: \$0.60

Services for the above-mentioned items include:

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

Courtesy Notice: \$0.75

Services for the above-mentioned item include:

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

Out-of-State Collections: 28% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.



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Delinquent Collections:

28% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, or when a second (2nd) notice is sent if sooner than ninety (90) days, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred

Franchise Tax Board Processing - Optional

SSN Look-up

\$2.50 per SSN

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

FTB Collections

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail



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PROPOSAL FOR THE CITY OF ATWATER

Adjudication:

1st Level Review Hold & Scanning of Review Request **\$0.50 per citation**

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

1st Level Review Disposition Letters **\$0.85 per letter**

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

2nd Level Hearing Hold, Scanning and Scheduling of Hearing **\$0.50 per citation**

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

2nd Level Hearing Officer - Optional **\$85.00 per hour**

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

2nd Level Hearing Schedule & Disposition Letters **\$0.85 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday



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PROPOSAL FOR THE CITY OF ATWATER

- **Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Data Ticket)** **\$5.00 per request**

OR

- **Accepting and Scanning of Indigent Payment Plan Requests (Approval/Denial by City)** **\$2.00 per request**

AND

- **Indigent Payment Plan/Denial Letters** **\$0.85 per letter**

Additional Correspondence **\$0.85 per letter**

- Printing & Sending daily
- Electronic attachment to the citation
- Windowed #10 envelope and return #9 envelope

Joint / Escrow Banking Services - Optional **\$150.00 per month**

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
- **If there is more than one (1) department and the Agency would like separate invoices for each department there will be an additional \$25.00 per department charge per month.**

Charge-backs and NSF's - Optional **\$5.00 per issued instance**

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

Refunds - Optional **\$8.00 per issued instance**

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



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Monthly Minimum **\$250.00**

- A minimum fee of \$250.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the Joint/Escrow Banking Services fee).

Cost Increases:

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

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



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PROPOSAL FOR THE CITY OF ATWATER - SERVICES INCLUDED AT NO ADDITIONAL COST

Online Access for the Agency's Patrons: **Included**

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

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

Online Access for the Agency's Staff: **Included**

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

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

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

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information



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PROPOSAL FOR THE CITY OF ATWATER - SERVICES INCLUDED AT NO ADDITIONAL COST

Reporting: **Included**

- Data Ticket offers 36 reports online as well as a Customized reporting application for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: **Included**

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

Registered Owner Information: **Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the County's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

CA DMV Holds and Releases: **Included**

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



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**PROPOSAL FOR THE CITY OF ATWATER - SERVICES INCLUDED AT NO
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Customer Service: Included

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

Web Presence: Included

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

Conversion: Included

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner



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FEES ASSESSED TO THE PATRON

Credit / Debit Card Processing **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

Payment Plan Processing **\$15.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **\$33.50 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency