Council Meeting
November 20, 2007

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Request for Approval to a new Contract with City of Inglewood for Parking Citation Services

Expenditure: Two-year fiscal total of $84,000

RECOMMENDATION

Recommendation of the City Treasurer that the City Council:

(1) Approve a new the contract agreement with the City of Inglewood to provide Parking Citation Management services for two-years, beginning November 1, 2007 with the option of a one year extension. The contract amount for fiscal year 2007/08 totals $42,000 and fiscal year 2008/09 is $42,000.

(2) Authorize the Mayor to execute and the City Clerk to attest to said Agreement.

FUNDING

Funds are available in the FY 2007-09 City Treasurer's Operating Budget.

BACKGROUND

The City of Inglewood has been the provider for the City of Torrance parking citation program since the 1980's. The City of Inglewood is eliminating their mainframe system. For the past year The City of Inglewood has gone through an extensive RFP process with the guidance of its client base. The City of Inglewood on behalf of its client base has found a new parking citation management system at a competitive price and thus we are requesting a new contract. The City of Inglewood has agreed to maintain current pricing adjustments through fiscal year 2008/09. November 1st of each year thereafter, the rate shall be adjusted upward by the percentage of annual change in the Los Angeles/Long Beach Consumer Price Index (CPI), as identified each June 1, but shall not exceed 3.5% in any one year.

ANALYSIS

The City of Inglewood has provided excellent service to the City of Torrance with little to no cost increases since the inception of the program. Therefore the City Treasurer recommends a two-year contract agreement with a one year extension.

Respectfully submitted,

For Linda M. Barnett
City Treasurer

CONCUR:

LeRoy J. Jackson
City Manager

Attachment:
1. Amendment to Agreement

AGREEMENT NO. 07 - _____

THIS AGREEMENT is made and entered into this ___ day of November, 2007, by and between the City of Inglewood ("City"), a charter city and municipal corporation, with its principal offices located at One Manchester Boulevard, Inglewood, California 90301 and the City of Torrance ("Client Agency"), with its principal place of business at 3031 Torrance Blvd Torrance, CA 90509.

WHEREAS, Client Agency is desirous of continuing its contractual relationship with Inglewood wherein City of Torrance parking citation services are automated;

WHEREAS, Inglewood, pursuant to California Vehicle Code (CVC) § 40200.5, is desirous of continuing its contractual relationship with Client Agency wherein Inglewood assists City of Torrance with computerized parking citation services; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INGLEWOOD DUTIES

A. Inglewood Citation Management Services (ICMS)

The City of Inglewood provides citation management services through the organization called "Inglewood Citation Management Services (ICMS)". Staff provides contract management services to plan and direct all contract service providers' performance and provide coordination of all services to client agencies. The ICMS staff also provides technical direction for each contractor's services and takes corrective action for any problems or issues that develop.

B. ICMS Program Management Services

The services provided by ICMS under this agreement include the following program management services:

1. Contract services for citation processing, parking permit system and related services
2. Direction of day-to-day operations between contract service providers and client agencies

3. Coordinate client group meetings and conferences
4. Management consulting services
5. Expedited purchasing of services and equipment

ARTICLE 2 – CLIENT AGENCY'S DUTIES

The Client Agency agrees to the following obligations:

A. To fully cooperate with Inglewood and its contract service providers.

B. To provide Inglewood with all information deemed necessary for the performance of its services under this agreement.

C. To attend Inglewood sponsored Parking Citation training, conferences and seminars as appropriate to learn the functions of the citation management system, operating policies and procedures and regulations related to parking ticket processing and collections.

D. To obtain and maintain an Internet Service Provider (ISP) connection, at its sole expense, for access to the ICMS Citation Management System.

ARTICLE 3 – SERVICES AND COMPENSATION

A. Citation Services

1. Citation Processing Fees

The Client Agency agrees to pay Inglewood for its citation handling services the fees described in Exhibit "A" for all services they select to purchase. Inglewood's current rates, as set forth in Exhibit "A", are subject to an annual adjustment. The citation processing fees, including but not limited to those set forth in Exhibits "A", shall be adjusted July 1st of each year based on the annual percentage change in the Los Angeles\Long Beach Consumer Price Index (CPI), as identified each June 1. The annual adjustment shall not exceed (three and one half percent) 3.5% in any one year. The annual adjustment to the citation processing fees shall commence July 1, 2009 and shall be applicable for each year thereafter during the term of this agreement.

2. Notice Processing and Mailing Fees

The Client Agency agrees to pay Inglewood the fees set forth in Exhibits "A" for

optional printing and mailing of notice letters and postcards. These rates include the then current U.S. first class postage rate charge for each letter or postcard.

3. Internet Payment Service

Inglewood and its contract service provider shall provide an optional Internet Payment System for online payment inquiry and payment processing service for the public to use. Client Agencies which select this service agree to pay Inglewood the fees set forth in Exhibits "A".

4. Integrated Voice Response Payment System (IVR)

Inglewood and its contract service provider shall provide an optional Telephone Integrated Voice Response (IVR) Payment System for telephone payment inquiry and payment processing service for the public to use. Client Agencies which select this service agree to pay Inglewood the fees set forth in Exhibits "A".

5. Other Citation Processing Services

Client Agencies may select other optional services listed in Exhibit "A" of this agreement. Ticket data entry, customer service, administrative services and lock box payment processing. Client Agencies have been provided with description of these services in "ICMS Program Overview" documents.

6. Equipment, Services and Supplies

Exhibit "B" provides optional equipment, supplies and services that can also be purchased by Client Agencies by issuing a separate confirming purchase order. The pricing is based on agreement with Professional Account Management, LLC (Duncan Solutions) and is subject to periodic adjustments for new or replacement equipment and pricing.

7. Delinquent Citation Collection Services

Inglewood provides optional secondary collection services, including tax offset lien filing services with the State of California Franchise Tax Board (FTB), for collection of delinquent citations. The cost of this service is dependent on volume and scope of services. The process that will be used to collect the outstanding and delinquent

citations will be mutual agreed upon by Inglewood, the client agency and the contract collection company selected by Inglewood. Policies and procedures to optimize collections in a cost effective manner will be prepared by Inglewood and its contract collection company and approved by the client agency if this optional service is selected. The categories of service and fees are included in Exhibit "C" of this agreement.

8. Invoicing and payment of Fees for Services

Fees for services will be billed to client on a monthly basis or deducted from citation revenues collected based on mutual agreement between client agency and Inglewood. Documentation of the revenue collected and fees incurred will be prepared by Inglewood and submitted to the Client Agency on a monthly basis. Invoices shall be paid by Client Agencies within (30) thirty days of receipt.

ARTICLE 4 - CONFIDENTIALITY OF DOCUMENTS

All of the Client Agency's citation data is and shall remain the property of the client. All the data prepared, assembled, or maintained by Inglewood pursuant to this agreement is confidential and Inglewood agrees that they shall not be made available to any individual or organization without the prior written approval of the client agency, or upon proper court order, except as provided by the California Public Records Act.

ARTICLE 5 - SECURITY OF DMV DATA

Inglewood and the Client Agency agree that either prior to or as soon as is practical following the execution of this, both parties shall execute a Memorandum of Understanding with the California Department of Motor Vehicles. Inglewood and the Client Agency agree that all the terms and conditions contained in the Memorandum of Understanding which they separately execute with California Department of Motor Vehicles shall be binding on the parties hereto. The parties hereto agree that the terms and conditions of security of DMV data include, but are not limited to the following:

A. Information Use

1. The Client Agency requesting Department of Motor Vehicles information

("Requester") shall not use such records and information for any purpose except that which has been approved by the California Department of Motor Vehicles ("DMV").

2. When a non-law enforcement agency receives information from DMV records that indicates a vehicle or vessel has a Department of Justice (DOJ) stop, Requester shall immediately notify local law enforcement of its location, if known.

B. General Security Requirements

1. Requester shall maintain the security and integrity of the information it receives from DMV. A violation of any provision of the agreement, whether by omission or commission, shall be grounds for action by the DMV and may result in suspension or termination of service to requester.

2. Requester shall ensure compliance with all the security provisions of this agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the DMV's Information Services Branch-Policy Development Unit, by telephone, at (916) 657-5583 within (1) one business day. A written notification containing all facts known to the Requester shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:

Department of Motor Vehicles
Information Services Branch Policy Development Unit- H225
P.O. Box 924890
Sacramento, CA 94290-0001

3. Requester shall require the system administrator and every employee having direct or incidental access to Department records to sign a copy of the Employee Security Statement (INF 1128), upon initial authorization for access to Department records and annually thereafter. A copy of the Requester's signed statement shall be maintained on file for at least two (2) years following the deactivation or termination of the authorization and shall be available to the DMV upon demand.

4. Requester shall restrict the use and knowledge of requester codes and operational manuals to persons who have signed an Employee Security Statement.

5. Requester shall maintain a current list of names of persons authorized to access DMV records. This list shall be available to the DMV upon demand.

6. Access terminals and modems shall not be unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.

7. Video terminals, printers, hardcopy printouts, or any other form of duplication of DMV approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.

8. All information received from the DMV's files must be destroyed once its legitimate use has ended. The method of destruction for DMV records will be conducive to the type of record requested and shall be done in a manner which eliminates the reproduction or identification of the destroyed records in any physical or electronic form.

9. Other than to a DMV approved vendor or agent, Requester shall not disclose its DMV assigned requester code, either orally or in writing, to anyone who is not in the direct employ of Requester or who has not signed the Employee Security Statement.

10. Requester shall not sell, retain, distribute, provide or transfer any record information or portion record information acquired under this agreement except as authorized by the DMV.

ARTICLE 6 – NOTICES

Any notices given pursuant to this agreement shall be deemed received and effective when properly addressed, posted, and deposited in the United States mail to the respective parties as follows:

A. City of Inglewood

City of Inglewood

City Clerk

One Manchester Boulevard

Inglewood, CA 90301-1750

With a copy to:

Dean Viereck, Enterprise Services Manager

City of Inglewood

One Manchester Boulevard

Inglewood, CA 90301-1750

B. Client Agency

Dana Cortez, Deputy Treasurer

City of Torrance

3031 Torrance Blvd

Torrance, CA 90509

ARTICLE 7 – TERM

This agreement to remain in effect from November 1, 2007 through October 31, 2010 (Three year term), with an option for two (2) additional one year extensions. Either party may terminate this agreement by providing one hundred twenty (120) day written notification. Upon termination, Inglewood agrees to provide the Client Agency with their citation history data files necessary to service its citations in a computer readable form.

ARTICLE 8 – INDEMNIFICATION

A. Neither Client Agency nor any officer or employee of the Client Agency shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Inglewood under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement. It is also understood and agreed that, pursuant to California Government Code Sections 895 through 895.8, Inglewood shall fully indemnify, defend and hold harmless Client Agency from any liability imposed for injury, as defined by California Government Code Section 810.8, occurring by reason of anything done or omitted to be done by Inglewood under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement.

B. Neither Inglewood nor any officer or employee of Inglewood shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Client Agency under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement. It is also understood and agreed that, pursuant to California Government Code Sections 895 through 895.8, the Client Agency shall fully indemnify, defend and hold harmless Inglewood from any liability imposed for injury, as defined by California Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the Client Agency under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement.

ARTICLE 9- LIMITATION OF LIABILITY

In no event shall Inglewood be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss off use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of Inglewood's services or products provided by Inglewood staff or contractors. Inglewood's liability for damages and expenses arising out of this agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall not exceed one year's compensation of Citation Processing transaction service charges as determined by rate in Exhibit "A" of this agreement.

ARTICLE 10 – MODIFICATIONS

No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the authorized representatives of the parties hereto.

ARTICLE 11 – MISCELLANEOUS

The parties waive any benefits from the principles of contra proferens and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this agreement, or of any particular provision or provisions, and no part of this agreement shall be construed against any party on the basis that the particular party is the drafter

of any part of this agreement. This agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties hereto. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or any provision hereof.

ARTICLE 12 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the agreement meaningless with regard to a material term in which event the entire agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

ARTICLE 13 - GOVERNING LAW; VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 14 - ENTIRE AGREEMENT

This agreement, including any exhibits attached hereto, is the entire, complete, final and exclusive expression of the parties' intent, with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Inglewood and Client Agency prior to the execution of

this agreement. In the event of any conflict between the terms, conditions and provisions of this agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this agreement shall prevail. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

CITY OF INGLEWOOD	CITY OF TORRANCE
_____	_____
INSERT NAME	Frank Scotto
MAYOR	MAYOR
ATTEST:	ATTEST:
_____	_____
YVONNE HORTON	Sue Herbers
CITY CLERK	CITY CLERK
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	JOHN L. FELLOWS III
CAL SAUNDERS	City Attorney
	By:_____

CITY ATTORNEY

EXHIBIT A

SERVICES AND COMPENSATION

Client: City of Torrance		
Fees based on estimated citation volume 10K to 50K citations per year	**Rates (13)**	**Services Selected**
Citation Processing		
Citation Processing (1)	$1.48	YES
Customer Services		
Manual Citation Imaging/Data Entry	$.24	NO
Postage, printing & handling - Postcard Type Notice (2)	$.34	YES
Postage, printing & handling - Postcard Type Delq. Notice (2)	$.34	NO
Postage, printing & handling - Letter Type Notice (2)	$.58	NO
Postage, printing & handling - Letter Type Delq.Notice (2)	$.58	YES
Customer Service - per citation entered (3)	$.22	NO
Administrative Support - per citation entered (3)	$.40	NO
Lockbox Processing - per payment processed (4)	$.40	NO
Lockbox Payment Adjustment (4)	$.40	NO
Payment Exception Processing (5)	$.18	NO
Phone Payments - Duncan Merchant Acct (6)	$2.68	NO
Phone Payments - Client's Merchant Acct (7)	$1.06	YES
Internet Payments - Duncan Merchant Acct (6)	$2.68	NO
Internet Payments - Client's Merchant Acct (7)	$1.06	YES
Telephone toll charges (no cost if toll free number provided)	At cost	YES
In-state registration information (8)	No Charge	YES
Out-of-State registration information (8)	$.98 to $4.50	YES
Collection Services		
FTB "Limited" Service (9)	15% + $2.50	NO
FTB Full-Service (9)	35%	NO

Comprehensive Secondary Collection Services (9)	35%	YES
Optional Equipment and Supplies		
Handheld Citation Writer - AutoCite No Camera (10)	Exhibit B	Available
Handheld Citation Writer - AutoCite With Camera (10)	Exhibit B	Available
Automated Citation and Envelope Stock (excl. shipping)	$.16	Available
Cashier Module Equipment and Customization (11)	Exhibit B	NO
Other Services		
Dedicated Customer Service Staff	$21/hour	NO
Onsite Technical Staff	$60/hour	NO
Custom Programming (plus travel + expenses) (11)	$110/hour	NO
Parking Permit Fulfillment (12)	Quote	NO

See notes for additional details about fees and administrative charges. Each client agency approves a contract with the City of Inglewood to reimburse the City for the cost of citation processing services using the billing for their service level and volume. ICMS clients have the option to also contract for one of three levels of delinquent account collection services. Client Agencies can modify their scope of services to add or stop individual services by issuing written change notice to ICMS.

NOTES

1. The fee for use of the AutoPROCESS System is a transaction charge per citation processed. The rate charged is dependent on the client agency annual citation volume. Determination of "volume" is based on a client agency's citations processed during the prior calendar year.
2. Rates for notice printing and mailing include postage at the current prevailing rate. This service fee will be adjusted to offset any increase in the standard U.S. first class postage rate in the future. Client agencies will be notified of postal rate changes and the impact on service fees for letter and post card notices as they occur.
3. Customer service is an optional service with charges based fixed fee per total citations processed. Two levels of service are available. Client Agencies that select the

Administrative Support level receive the following services: call center services with a toll free number for violators to call with citation inquiries, interactive voice response service for inquiry on outstanding citations and frequently asked questions, correspondence services including processing of all in-bound correspondence from customers, scheduling of administrative review and hearing requests and resolution of, administrative reviews when required and online forms for customers' correspondence.

4. Lockbox payment processing is an optional service with charges based on citation payments processed. Funds collected will be deposited to a Client Agency designated bank account or mailed to the Client Agency based on mutual agreement of the preferred method. The Client Agency is responsible to notify Inglewood if a NSF check situation occurs and they wish to reinstate the amount due, plus any NSF fee they wish to impose. The client agency has the option to request a charge to customers be added to the amount due for the citation.
5. Payment exception processing services relates to Lockbox payment processing services with charges based on actual transactions processed. The notice letter fee applies when a letter to customer is required.
6. The ICMS fee of $2.68 per transaction for Internet and IVR payment processing includes system use, telephone usage charges and charges for merchant service fees, bank charges and credit card discount fees. Net proceeds will be transferred to the Client Agency's designated bank account or paid on agreed upon scheduled.
7. If the client agency designates a credit card merchant account and a bank account, the ICMS web and IVR payment fee is $1.06 per transaction for Internet and IVR payment processing, which includes system use and telephone usage. The Client Agency is responsible for credit card merchant service fees, bank charges and discount fees. Net proceeds will be transferred to the Client Agency's designated bank account or paid on agreed upon schedule.
8. Costs to ICMS for obtaining out of state registered owner information will be billed

based on the actual charges incurred from provider of this information.

9. Three levels of optional delinquent account secondary collection services are available. Client agencies have the option of adopting collection fee charged to customer to offset collection costs. Details on these services and rates are available in Exhibit C of this agreement.

10. ICMS offers Client Agencies the option to use discounts price schedule for equipment, supplies and services. The equipment, supplies and services can be quoted by the ICMS contractor Professional Account Management LLC (Duncan Solutions). Duncan Solutions may offer Client Agencies flexible financing terms including monthly lease-purchase pricing Prices will vary bases on number of devices, equipment configuration, peripherals, sales tax rate, length of agreement, shipping costs, installation costs, extended warranty cost and technical support requirements. A confirming purchase order needs to be issued by the Client Agency to confirm terms, pricing and services.

11. The Client agency is billed for the cost of system customization, such as building cashiering interface, at the custom programming hourly rate with no additional administrative fee. All customization or special one-time services must be documented in writing with a work order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and travel expenses related to this service will be reimbursed by the client agency upon submittal of receipts.

12. The AutoPROCESS includes capability to issue and track parking permits. Use of this module is available at no additional cost. If the client Agency wishes to outsource the fulfillment of parking permits and processing of payments, ICMS can provide a proposal for these services, including purchasing of permit stock.

13. ICMS citation processing and customer service fees are subject to an annual COLA increase based on LA-Long Beach Consumer price index, with a not to exceed limitation of 3.5% per year. The first year a COLA can be applied is as of July 1, 2009 and each July1st thereafter.

EXHIBIT B

City of Inglewood – Optional Equipment, Supplies and Services Price List

Professional Account Management LLC, a Division of Duncan Solutions, Inc

Prices Effective 09/01/2007

DESCRIPTION	LIST PRICE	DISCOUNT PRICE
AutoCITE/AutoISSUE		
AutoCITE X3 Citation Issuance Devices		
X3 Base Handheld	$3,500.00	$3,150.00
(Future models will be provided at the same discount rate)		
AutoCITE Accessories		
GPRS Modem (X3)	$550.00	$495.00
Digital Camera (X3) Including IR Transceiver	$550.00	$495.00
1d BarCode Scanner (X3) intended for parking	$350.00	$315.00
2d BarCode Scanner (X3) intended for traffic	$450.00	$405.00
Multi-Space IR Transceiver Only (X3)	$150.00	$135.00
MagStripe Reader (X3)	$450.00	$405.00
Envelope Holder - Small (X3 style ticket)	$20.00	$18.00
Cover Case With Belt Clip (X3 only)	$75.00	$67.50
Stylus (4 pack)	$12.00	$10.80
Mag - Card Cleaners (per cleaner)	$5.00	$4.50
(Future models will be provided at the same discount rate)		
AutoCITE Charger/Multiplexers		
USB Charger (6 bays)	$1,000.00	$900.00

USB Charger (6 bays) Annual Maintenance	$50.00	$45.00
Single User Charger Adapter a. Must order cigarette lighter power cord or single unit charger AC power source) b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.	$50.00	$45.00
Cigarette Lighter Power Cord (X3, Se, or older)	$30.00	$27.00
Single Unit AC Power Source (X3, S3, or older)	$50.00	$45.00
Charger (serial/NiCad) - Power Master 4-port	$700.00	$630.00
Charger (serial/NiCad) - Slave 4-port	$500.00	$450.00
(Future models will be provided at the same discount rate)		
AutoCITE Maintenance		
X3 (Base)	$400.00	$400.00
IR only (additive)	$25.00	$25.00
Mag-Strip Reader (additive)	$50.00	$50.00
Digital Camera Including IR Transceiver (additive)	$50.00	$50.00
1D Bar Code Reader (additive)	$100.00	$100.00
2D Bar Code Reader (additive)	$100.00	$100.00
GPRS Modem (additive)	$100.00	$100.00
AutoISSUE Modules		
Parking Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	$6,000.00	$5,400.00
Traffic Citation Issuance (.NET version) a. Includes Task Group Mgr & Scheduler+A73	$6,000.00	$5,400.00

Municipal Citation Issuance (.NET version) a. Includes Task Group Mgr & Scheduler	$6,000.00	$ 5,400.00
Network Version .NET 5 user license a. $200 per user thereafter	$3,000.00	$2,700.00
AutoTRAX SS 2.0 - Single-Space Meter Management Module	$6,000.00	$5,400.00
ACDI Wireless Communication - Basic a. Basic com between X3 & AI.NET only	$6,000.00	$5,400.00
Public Contacts	$4,000.00	$3,600.00
Field Investigation	$4,000.00	$3,600.00
Transit Violations	$4,000.00	$3,600.00
Code Enforcement	$6,000.00	$5,400.00
Abandoned Vehicles	$4,000.00	$3,600.00
Signature Capture (Officer)	$2,000.00	$1,800.00
Signature Capture (Violator)	$2,000.00	$1,800.00
Diagrams - free form, no template	$2,000.00	$1,800.00
Time Limit Marking	$1,000.00	$900.00
Parking Permit Cross Reference	$1,000.00	$900.00
Meter/Location Matrix	$1,000.00	$900.00
Broken Meter Reporting	$1,000.00	$900.00
Damaged Sign Reporting	$1,000.00	$900.00
Officer Activity Logging	$1,000.00	$900.00
Visitor Information	$1,000.00	$900.00
Barcode Printing 1D 128 A, B or C	$1,000.00	$900.00
OCR A Size 1 Printing (X3, S3, S4 & T Series)	$2,000.00	$1,800.00
Warnings Tracking	$2,000.00	$1,800.00
Habitual Offender Escalation	$8,000.00	$7,200.00

Voice Recordings	To Be Added	To Be Added
Digital Imaging System	To Be Added	To Be Added
1D Bar Code Reading (intended for Parking)	To Be Added	To Be Added
IrDA Interface for Multi-Space Meters - SneakerNET	$2,000.00	$1,800.00
Any interface to other systems	Based on quote	
AutoISSUE Maintenance		
Parking Citation Issuance (.NET version)	$600.00	$600.00
Traffic Citation Issuance (.NET version)	$600.00	$600.00
Municipal Citation Issuance (.NET version)	$600.00	$600.00
AutoTRAX 2.0 - for Single-Space Meters	$600.00	$600.00
ACDI Wireless Communication	$600.00	$600.00
Public Contacts	$400.00	$400.00
Transit Violations	$400.00	$400.00
Code Enforcement	$600.00	$600.00
Abandoned Vehicles	$400.00	$400.00
Animal Violations (Australia only)	$400.00	$400.00
Warnings Tracking	$200.00	$200.00
Habitual Offender Escalation	$800.00	$800.00
Multi-Space Meters		
Duncan Pay by Space Meters		
VM Meter - Steel, powder-coated	$3,200.00	$2,880.00
VS Meter - Stainless Steel, powder-coated	$4,100.00	$3,690.00
VS Meter - Stainless Steel, natural finish	$4,700.00	$4,230.00
(Future models will be provided at the same		

discount rate)		
Pay by Space Accessories		
Card Reader Module, Strip-Chip	$450.00	$405.00
Wireless Com Module (GSM/GPRS)	$600.00	$540.00
Battery, Green Cell	$85.00	$76.50
Cashbox, Intelligent (1K)	$200.00	$180.00
Anti-Probe Device (APD)	$250.00	$225.00
Enforcer Module – Expiry Indicator	$250.00	$225.00
Installation Kit - Surface Mount	$120.00	$108.00
Installation Kit - Subterranean	$80.00	$72.00
(Future models will be provided at the same discount rate)		
Duncan Pay and Display Meter		
MX Meter - Stainless Steel, powder-coated	$6,000.00	$5,400.00
MX Meter - Stainless Steel, natural finish	$6,400.00	$5,760.00
(Future models will be provided at the same discount rate)		
Pay and Display Accessories		
Card Reader Module, Strip-Chip	$275.00	$247.50
Wireless Communications Module (GSM/GPRS)	$575.00	$517.50
Solar Integrated Recharge Module	$200.00	$ 180.00
Cashbox, Intelligent (8K)	$285.00	$256.50
Installation Kit - Subterranean	$80.00	$72.00
Decal - lower door (standard design)	$ 50.00	$45.00
Ticket Paper	Volume dependent	
(Future models will be provided at the same discount rate)		

Duncan Multispace Miscellaneous		
Fascia (Rate Card) Creation (Per Rate Card)	$15.00	$13.50
Fascia (Rate Card) Design Modification Fee	$50.00	$45.00
Space Numbers (Stamarks)	$17.00	$15.30
3M Premium Adhesive Primer	$65.00	$ 58.50
Space Markers	$39.00	$35.10
Decorative Space Marker Sleeves	$7.00	$6.30
Intelligent Cash Box Reader Station	$1,335.00	$1,201.50
Technician's Infra-Red ID Key	$285.00	$256.50
mPARK Establishment (per Meter)	$50.00	$50.00
mPARK Access Fee (per Meter/per Month)	$4.00	$4.00
mPARK Transaction Fee (per transaction) - City fee	Greater 6% or $0.15 per trxn	Greater 6% or $0.15 per trxn
mPARK Service Fee (per transaction) - Motorist fee	$0.20	$0.20
Credit Card Processing Gateway (per transaction)	Volume dependent	
(Future models will be provided at the same discount rate)		
AutoTRAX (Multispace Meter Mgt System)		
Access & Communication (per Meter/per Month) may vary depending on length of contract and current 3rd party service provider pricing	$30.00	$27.00
Multi-space Maintenance Fees		
Annual Support Fee (Per meter per year)	$50.00	$50.00

Single-Space Meters		
Duncan Meter Products		
EAGLE STANDARD, NO CASHKEY RECEPTACLE	$149.95	$134.96
EAGLE CASHKEY	$174.95	$157.46
EAGLE FT	$174.95	$157.46
EAGLE 2100 (WITH CARD READER)	$184.95	$166.46
EAGLE 2100 (W/O CARD READER)	$174.95	$157.46
REMAN EAGLE WITHOUT CASHKEY	$125.75	$113.18
REMAN EAGLE WITH CASHKEY	$131.25	$118.13
REMAN EAGLE 2000	$131.25	$118.13
MECHANICAL MECHANISM ONLY	$120.75	$108.68
Duncan Housing Products		
MODEL 60 DUPLEX HOUSING COMPLETE	$249.00	$224.10
MODEL 60 DUPLEX LOWER HOUSING ONLY	$136.00	$122.40
MODEL 76 SINGLE HOUSING COMPLETE	$151.00	$135.90
MODEL 76 SINGLE LOWER HOUSING ONLY	$94.00	$84.60
MODEL 76 DUPLEX HOUSING COMPLETE	$266.00	$239.40
MODEL 76 DUPLEX LOWER HOUSING ONLY	$157.00	$141.30
MODEL 70 VIP SINGLE HOUSING COMPLETE	$168.00	$151.20
MODEL 70 VIP LOWER HOUSING ONLY	$113.00	$101.70
MODEL 80 VIP SINGLE HOUSING COMPLETE	$252.00	$226.80
MODEL 80 VIP LOWER HOUSING ONLY	$126.00	$113.40

MODEL 90 VIP SINGLE HOUSING COMPLETE	$199.00	$179.10
MODEL 90 VIP LOWER HOUSING ONLY	$141.00	$126.90
MODEL 90 VIP DUPLEX HOUSING COMPLETE	$338.00	$304.20
MODEL 90 VIP DUPLEX LOWER HOUSING ONLY	$236.00	$212.40
MODEL 95 VIP SINGLE HOUSING COMPLETE	$274.00	$246.60
MODEL 95 VIP SINGLE LOWER HOUSING ONLY	$143.00	$128.70
MODEL 95 VIP DUPLEX HOUSING COMPLETE	$489.00	$440.10
MODEL 95 VIP DUPLEX LOWER HOUSING ONLY	$248.00	$223.20
MODEL 2000 HOUSING COMPLETE	$314.00	$282.60
MECH HOUSING (60/70/76/90), UPPER	$58.00	$52.20
MECH HOUSING (80/95), UPPER	$133.00	$119.70
MODEL 80C VIP SINGLE HOUSING COMPLETE	$209.00	$188.10
REMAN 60 SINGLE HOUSING COMPLETE	$78.75	$70.88
REMAN 60 DUPLEX HOUSING COMPLETE	$147.00	$132.30
REMAN 60 DUPLEX LOWER HOUSING ONLY	$63.00	$56.70
REMAN 76 SINGLE HOUSING	$94.50	$85.05
REMAN 76 SINGLE LOWER HOUSING ONLY	$52.50	$47.25
REMAN 76 DUPLEX HOUSING COMPLETE	$162.75	$146.48

REMAN 76 DUPLEX LOWER HOUSING ONLY	$78.75	$70.88
REMAN 70 SINGLE HOUSING COMPLETE	$126.00	$113.40
REMAN 70 SINGLE LOWER HOUSING ONLY	$84.00	$75.60
REMAN 80 SINGLE HOUSING COMPLETE	$183.75	$165.38
REMAN 90 SINGLE HOUSING COMPLETE	$152.25	$137.03
REMAN 90 DUPLEX HOUSING COMPLETE	$254.00	$228.60
REMAN 95 SINGLE HOUSING COMPLETE	$215.25	$193.73
REMAN 95 DUPLEX HOUSING COMPLETE	$367.50	$330.75
AutoPROCESS Cashiering Equipment/		
AutoPROCESS Cashiering Equipment		
POS Cash Register System (PC, Display Pole, Cash Drawer, Credit Card Reader, Receipt Endorsement Printer)	$2,850.00	$2,850.00
POS Cash Register System Annual Maintenance	$780.00	$780.00
Laser Printer with USB Cable	$325.00	$325.00
Cashiering Barcode Reader	$250.00	$250.00
AutoPROCESS Programming/Customization/Interfaces		
Labor per hr. (plus travel costs and expenses)	$100.00	$100.00

NOTES

1. Programming/Customization/Interfaces charges will be quoted on a project specific basis.
2. Prices quoted do not include installation charges, shipping costs, project management fees, configuration fees and/or specialized customization charges which will be quoted on a project specific basis.

3. Prices quoted do not include applicable taxes.
4. Sales tax rates will be quoted to point of delivery.
5. Equipment and supplies may be substituted for new releases, models and upgrades to this list if price is offered at a discount equal or greater than the discount on the item it is replacing.
6. Professional Account Management LLC (Duncan Solutions) reserves the right to modify the provided price list(s) with thirty (30) days notice.

EXHIBIT C

Collection Services Fee Schedule

Category / Scope	Rates to ICMS Client
Level 1 FTB "Limited" Service	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, create generic FTB notice letters, send FTB letter and file liens. The Client Agency is responsible for customer calls and payment processing generated by pre-intercept notices. The collection process starts at assignment citation, typically 120 days unpaid.	15% of FTB collections plus $2.50 per "plate" assigned to FTB Process
Level 2 FTB "Full-Service"	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead. Full service also includes customer service call center for violator calls, lockbox payment processing, handling disputes and refunds. Full service includes payment of all FTB filing fee and research costs.	a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections
Level 3 Comprehensive Secondary Collection Services	
The collection process starts at assignment citation, typically 120 days unpaid. Citations transition to DMV liens and FTB tax intercept filings via collection agency. Provides all services under Level 2 FTB "Full-Service" plus full secondary collections with calls, letters and other efforts locate responsible party and collect citation fees and penalties.	a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections

See notes for additional detail on services and billing rates.

1. FTB "Limited" Service: This service will be offered to provide continuity to the existing FTB process that Inglewood - PTS has supported for many years. Franchise Tax Board tax intercept processing service (FTB-Limited) will not include any of the value-added revenue enhancement and clerical reduction services offered in FTB Full-Service. Generic Pre-Intercept letters will be used and no skip tracing takes place. All violator complaints, requests for refunds and payments will be directed to the client agency. LES will be entitled to fee of 15% of revenue collected via FTB Liens and a cost recovery fee of $2.50 per account assigned to the FTB process.
2. Full-Service FTB Liens: The 35% collection fee will apply to client agencies which issue less than 100,000 citations and 30% fee for agencies which issue more than 100,000 citations annually. LES services include: Combine plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead, customer call center service for violator calls, lockbox payment processing, file liens, handle disputes and refunds, and payment tracking. ICMS will distribute funds received from FTB using LES collection tracking data. Client agency receives the agreed upon fee:
   A. 100% where agency has enacted an add-on fee except where an account is not paid-in-full in which case the collection fee is paid from revenue received.
   B. No add-on fee: The amount collected less LES' agreed upon fee.
3. Comprehensive Secondary Collection Services:
   A. FTB Liens: For full service collection clients, the collection fee for FTB liens is 30% to 35% based on volume
   B. DMV Holds: ICMS client agencies have the option to include DMV Liens as part of the collection process scope of services. LES will pay for all DMV Lien fees for Full Secondary Collection Service clients.